SUMMIT AT FERN HILL COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS REGULAR MEETING MAY 5, 2016

MAY 5, 2016 at 2:00 p.m.

The Offices of Meritus Located at 2005 Pan Am Circle Suite 120 Tampa, FL 33607

District Board of Supervisors Chairman Jeff Hills

Vice ChairmanBrady LefereSupervisorLaura CoffeySupervisorGary JerniganSupervisorRyan Motko

District Manager Meritus Brian Lamb

Meritus Brian Howell

District Attorney Straley & Robin John Vericker

District Engineer Stantec Tonja Stewart

All cellular phones and pagers must be turned off while in the meeting room

The District Agenda is comprised of four different sections:

The meeting will begin at 2:00 p.m. with the third section called Business Items. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Administrator prior to the presentation of that agenda item. Agendas can be reviewed by contacting the Manager's office at (813) 397-5120 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The fourth section is called Business Administration. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business The fifth section is called **Staff Reports**. This section allows the District Administrator, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The final section is called Supervisor Requests and Audience Comments. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT ADMINSTRATOR OUTSIDE THE CONTEXT OF THIS MEETING.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 397-5120, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Board of Supervisors

Summit at Fern Hill Community Development District

Dear Board Members:

The Regular Meeting of Summit at Fern Hill Community Development District will be held on **Thursday, May 5**, **2016 at 2:00 p.m.** at the offices of Meritus, located at 2005 Pan Am Circle Suite 120, Tampa, FL 33607. Following is the Agenda for the Meeting:

Call In Number: 1-866-906-9330 Access Code: 4863181

- 1. CALL TO ORDER/ROLL CALL
- 2. PUBLIC COMMENT ON AGENDA ITEMS
- 3. BUSINESS ITEMS

A.	Consideration of Resolution 2016-03	; Approving	Proposed	Fiscal	Year	2017	Budget	and	Setting
	Public Hearing							Tal	01
	Annual Disclosure of Qualified Electo								

4. BUSINESS ADMINISTRATIVE

DUB	INESS ADMINISTRATIVE	
A. (Consideration of Board of Supervisors Meeting Minutes February 25, 2016	Tab 03
B. (Consideration of Operations and Maintenance Expenditures May 2016	Tab 04
C. I	Review of Financial Statements Month Ending March 31, 2016	Tab 05

D. General Matters of the District

5. STAFF REPORTS

- A. District Counsel
- B. District Engineer
- C. District Manager

6. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS

7. ADJOURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 397-5120.

RESOLUTION 2016-03

A RESOLUTION OF THE BOARD OF SUPERVISORS APPROVING A PROPOSED BUDGET FOR THE SUMMIT AT FERN HILL COMMUNITY DEVELOPMENT DISTRICT FOR FISCAL YEAR 2017, SETTING A HEARING FOR PUBLIC CONSIDERATION OF THE SAME

WHEREAS, the Summit at Fern Hill Community Development District is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Hillsborough County Florida (hereinafter the "District"); and

WHEREAS, the District now believes it appropriate to make reasonable provision with respect to the manner in which the District's Board of Supervisors (hereinafter the "Board") will incur expenses and provide revenues necessary for its operation and any proposed improvement; and

WHEREAS, the District Manager has heretofore prepared and submitted to the District's Board, a proposed operating budget for Fiscal Year 2017; and

WHEREAS, the Board has considered the proposed budget and now desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF SUMMIT AT FERN HILL COMMUNITY DEVELOPMENT DISTRICT:

Section 1. The **Proposed Budget** for the Summit at Fern Hill Community Development District for Fiscal Year 2017, attached hereto as **Exhibit "A"** is hereby approved as the basis for conducting a public hearing to adopt the same.

Section 2. A Public Hearing on the proposed budget as approved by the District's Board is hereby declared and set for August 04, 2016 at 2:00 PM at the offices of Meritus located at 2005 Pan Am Circle Suite 120, Tampa, FL 33607.

Section 3. Notice of this Public Hearing shall be published in accordance with Section 190.008(2)(a), Florida Statutes.

<u>Section 4</u>. The District's Secretary is directed to submit the proposed budget to Hillsborough County not less than sixty (60) days prior to its scheduled final adoption (Public Hearing).

<u>Section 5</u>. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 5TH DAY OF MAY, 2016.

ATTEST:	SUMMIT AT FERN HILL COMMUNITY
	DEVELOPMENT
DISTRICT	
SECRETARY/ASSISTANT SECRETARY	CHAIRMAN/VICE CHAIRMAN



FISCAL YEAR 2017 PROPOSED ANNUAL OPERATING BUDGET



FISCAL YEAR 2017 PROPOSED ANNUAL OPERATING BUDGET

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BUDGET INTRODUCTION

Background Information

The Summit at Fern Hill Community Development District is a local special purpose government authorized by Chapter 190, Florida Statutes, as amended. The Community Development District (CDD) is an alternative method for planning, financing, acquiring, operating and maintaining community-wide infrastructure in master planned communities. The CDD also is a mechanism that provides a "solution" to the State's needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers. CDDs represent a major advancement in Florida's effort to manage its growth effectively and efficiently. This allows the community to set a higher standard for construction along with providing a long-term solution to the operation and maintenance of community facilities.

The following report represents the District budget for Fiscal Year 2017, which begins on October 1, 2016. The District budget is organized by fund to segregate financial resources and ensure that the segregated resources are used for their intended purpose, and the District has established the following funds.

Fund Number	Fund Name	Services Provided
001	General Fund	Operations and Maintenance of
		Community Facilities Financed by
		Non-Ad Valorem Assessments
200	Debt Service Fund	
		Collection of Special Assessments
		for Debt Service on the Series 2015
		Capital Improvement Revenue
		Bonds

Facilities of the District

The District's existing facilities include storm-water management (lake and water control structures), wetland preserve areas, street lighting, landscaping, entry signage, entry features, irrigation distribution facilities, recreational center, parks, pool facility, tennis courts and other related public improvements.

Maintenance of the Facilities

In order to maintain the facilities, the District conducts hearings to adopt an operating budget each year. This budget includes a detailed description of the maintenance program along with an estimate of the cost of the program. The funding of the maintenance budget is levied as a non-ad valorem assessment on your property by the District Board of Supervisors.

Current Period Actuals

Over/(Under) Budget

	Operating Budget	10/1/2015 - 3/31/16	Expenditures 04/01/16 to 9/30/16	Projections Through 09/30/16	Through 09/30/16
REVENUES					
CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES					
Developer Contributions	170,075.00	12,312.01	78,675.65	90,987.66	(79,087.34)
TOTAL CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES	\$170,075.00	\$12,312.01	\$78,675.65	\$90,987.66	(\$79,087.34)
TOTAL REVENUES	\$170,075.00	\$12,312.01	\$78,675.65	\$90,987.66	(\$79,087.34)
EXPENDITURES					
FINANCIAL & ADMINISTRATIVE					
District Manager	33,750.00	16,875.00	16,875.00	33,750.00	0.00
District Engineer	7,500.00	0.00	2,500.00	2,500.00	(5,000.00)
Disclosure Report	5,000.00	0.00	5,000.00	5,000.00	0.00
Trustees Fees	5,500.00	0.00	5,500.00	5,500.00	0.00
Auditing Services	5,000.00	0.00	5,000.00	5,000.00	0.00
Postage, Phone, Faxes, Copies	1,000.00	3.57	200.00	203.57	(796.43)
Public Officials Insurance	1,900.00	0.00	1,900.00	1,900.00	0.00
Legal Advertising	1,000.00	85.68	350.00	435.68	(564.32)
Bank Fees	250.00	143.67	140.00	283.67	33.67
Dues, Licenses & Fees	175.00	209.90	0.00	209.90	34.90
Office Supplies	250.00	0.00	50.00	50.00	(200.00)
Website Administration	0.00	946.00	0.00	946.00	946.00
TOTAL FINANCIAL & ADMINISTRATIVE	\$61,325.00	\$18,263.82	\$37,515.00	\$55,778.82	(\$5,546.18)
LEGAL COUNSEL					
District Counsel	10,000.00	5,543.30	5,550.00	11,093.30	1,093.30
TOTAL LEGAL COUNSEL	\$10,000.00	\$5,543.30	\$5,550.00	\$11,093.30	\$1,093.30
ELECTRIC UTILITY SERVICES					
Electric Utility Services	25,000.00	115.54	500.00	615.54	(24,384.46)
TOTAL ELECTRIC UTILITY SERVICES	\$25,000.00	\$115.54	\$500.00	\$615.54	(\$24,384.46)
GARBAGE/SOLID WASTE CONTROL SERVICES					
Garbage Collection	500.00	0.00	0.00	0.00	(500.00)
TOTAL GARBAGE/SOLID WASTE CONTROL SERVICES	\$500.00	\$0.00	\$0.00	\$0.00	(\$500.00)
WATER-SEWER COMBINATION SERVICES					
Water Utility Services	2,500.00	0.00	500.00	500.00	(2,000.00)
TOTAL WATER-SEWER COMBINATION SERVICES	\$2,500.00	\$0.00	\$500.00	\$500.00	(\$2,000.00)
OTHER PHYSICAL ENVIRONMENT					
Waterway Management Program	7,750.00	0.00	2,500.00	2,500.00	(5,250.00)
Property & Casualty Insurance	7,000.00	0.00	5,500.00	5,500.00	(1,500.00)
Club Facility Maintenance	7,500.00	0.00	2,500.00	2,500.00	(5,000.00)
Landscape Maintenance - Contract	25,000.00	0.00	5,000.00	5,000.00	(20,000.00)
Landscape Maintenance - Other	7,500.00	0.00	1,000.00	1,000.00	(6,500.00)
Plant Replacement Program	2,500.00	0.00	0.00	0.00	(2,500.00)
Irrigation Maintenance	3,500.00	0.00	1,500.00	1,500.00	(2,000.00)
Pool Maintenance	10,000.00	0.00	5,000.00	5,000.00	(5,000.00)
TOTAL OTHER PHYSICAL ENVIRONMENT	\$70,750.00	\$0.00	\$23,000.00	\$23,000.00	(\$47,750.00)
TOTAL EXPENDITURES	\$170,075.00	\$23,922.66	\$67,065.00	\$90,987.66	(\$79,087.34)
EXCESS REVENUES OVER (UNDER) EXPENDITURES	\$0.00	(\$11,610.65)	\$11,610.65	\$0.00	\$0.00
ETCESS TELLES OF ER (CHISER) EXTENDITORES	ψοισο	(ψ11,010.03)	ψ11,010.03	ψοισσ	ψ0.00

FISCAL YEAR 2016 BUDGET ANALYSIS^a

	Fiscal Year 2016 Operating Budget	Total Actuals and Projections Through 09/30/16	Over/(Under) Budget Through 09/30/16	Fiscal Year 2017 Proposed Operating Budget	Increase / (Decrease) from FY 2016 to FY 2017
REVENUES					
CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES					
Developer Contributions	170,075.00	90,987.66	(79,087.34)	170,075.00	0.00
TOTAL CONTRIBUTIONS & DONATIONS FROM PRIVATE SOURCES	\$170,075.00	\$90,987.66	(\$79,087.34)	\$170,075.00	\$0.00
TOTAL REVENUES	\$170,075.00	\$90,987.66	(\$79,087.34)	\$170,075.00	\$0.00
EXPENDITURES					
FINANCIAL & ADMINISTRATIVE					
District Manager	33,750.00	33,750.00	0.00	33,750.00	0.00
District Engineer	7,500.00	2,500.00	(5,000.00)	7,500.00	0.00
Disclosure Report	5,000.00	5,000.00	0.00	5,000.00	0.00
Trustees Fees	5,500.00	5,500.00	0.00	5,500.00	0.00
Auditing Services	5,000.00	5,000.00	0.00	5,000.00	0.00
Postage, Phone, Faxes, Copies	1,000.00	203.57	(796.43)	1,000.00	0.00
Public Officials Insurance	1,900.00	1,900.00	0.00	1,900.00	0.00
Legal Advertising	1,000.00	435.68	(564.32)	1,000.00	0.00
Bank Fees	250.00	283.67	33.67	250.00	0.00
Dues, Licenses & Fees	175.00	209.90	34.90	175.00	0.00
Office Supplies	250.00	50.00	(200.00)	250.00	0.00
Website Administration	0.00	946.00	946.00	0.00	0.00
TOTAL FINANCIAL & ADMINISTRATIVE	\$61,325.00	\$55,778.82	(\$5,546.18)	\$61,325.00	\$0.00
LEGAL COUNSEL	7,5 0	100///	1,0,0	70 0	
District Counsel	10,000.00	11,093.30	1,093.30	10,000.00	0.00
TOTAL LEGAL COUNSEL	\$10,000.00	\$11,093.30	\$1,093.30	\$10,000.00	\$0.00
ELECTRIC UTILITY SERVICES					
Electric Utility Services	25,000.00	615.54	(24,384.46)	25,000.00	0.00
TOTAL ELECTRIC UTILITY SERVICES	\$25,000.00	\$615.54	(\$24,384.46)	\$25,000.00	\$0.00
GARBAGE/SOLID WASTE CONTROL SERVICES					
Garbage Collection	500.00	0.00	(500.00)	500.00	0.00
TOTAL GARBAGE/SOLID WASTE CONTROL SERVICES	\$500.00	\$0.00	(\$500.00)	\$500.00	\$0.00
WATER-SEWER COMBINATION SERVICES					
Water Utility Services	2,500.00	500.00	(2,000.00)	2,500.00	0.00
TOTAL WATER-SEWER COMBINATION SERVICES	\$2,500.00	\$500.00	(\$2,000.00)	\$2,500.00	\$0.00
OTHER PHYSICAL ENVIRONMENT					
Waterway Management Program	7,750.00	2,500.00	(5,250.00)	7,750.00	0.00
Property & Casualty Insurance	7,000.00	5,500.00	(1,500.00)	7,000.00	0.00
Club Facility Maintenance	7,500.00	2,500.00	(5,000.00)	7,500.00	0.00
Landscape Maintenance - Contract	25,000.00	5,000.00	(20,000.00)	25,000.00	0.00
Landscape Maintenance - Other	7,500.00	1,000.00	(6,500.00)	7,500.00	0.00
Plant Replacement Program	2,500.00	0.00	(2,500.00)	2,500.00	0.00
Irrigation Maintenance	3,500.00	1,500.00	(2,000.00)	3,500.00	0.00
Pool Maintenance	10,000.00	5,000.00	(5,000.00)	10,000.00	0.00
TOTAL OTHER PHYSICAL ENVIRONMENT	\$70,750.00	\$23,000.00	(\$47,750.00)	\$70,750.00	\$0.00
TOTAL EXPENDITURES	\$170,075.00	\$90,987.66	(\$79,087.34)	\$170,075.00	\$0.00
EXCESS REVENUES OVER (UNDER) EXPENDITURES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ENDITORED	φυ.υυ	φυ.υυ	φυ.υυ	φυ.υυ	φυιυυ



GENERAL FUND 001

Financial & Administrative

District Manager

The District retains the services of a consulting manager, who is responsible for the daily administration of the District's business, including any and all financial work work related to the Bond Funds and Operating Funds of the District, and preparation of the minutes of the Board of Supervisors. In addition, the District Manager prepares the Annual Budget(s), implements all policies of the Board of Supervisors, and attends all meetings of the Board of Supervisors.

District Engineer

Consists of attendance at scheduled meetings of the Board of Supervisors, offering advice and consultation on all matters related to the works of the District, such as bids for yearly contracts, operating policy, compliance with regulatory permits, etc.

Disclosure Reporting

On a quarterly and annual basis, disclosure of relevant district information is provided to the Muni Council, as required within the bond indentures.

Trustees Fees

This item relates to the fee assessed for the annual administration of bonds outstanding, as required within the bond indentures.

Auditing Services

The District is required to annually undertake an independent examination of its books, records and accounting procedures. This audit is conducted pursuant to State Law and the Rules of the Auditor General.

Postage, Phone, Fax, Copies

This item refers to the cost of materials and service to produce agendas and conduct day-to-day business of the District.

Miscellaneous Administration

This is required of the District to store its official records.

Public Officials Insurance

The District carries Public Officials Liability in the amount of \$1,000,000.

Legal Advertising

This is required to conduct the official business of the District in accordance with the Sunshine Law and other advertisement requirements as indicated by the Florida Statutes.

Bank Fees

The District operates a checking account for expenditures and receipts.

Dues, Licenses & Fees

The District is required to file with the County and State each year.



GENERAL FUND 001

Miscellaneous Fees

To provide for unbudgeted administrative expenses.

Investment Reporting Fees

This is to provide an investment report to the District on a quarterly basis.

Office Supplies

Cost of daily supplies required by the District to facilitate operations.

Technology Services

This is to upgrade and keep current the operating components to comply with new governmental accounting standards along with basic website maintenance.

Website Administration

This is for maintenance and administration of the Districts official website.

Capital Outlay

This is to purchase new equipment as required.

Legal Counsel

District Counsel

Requirements for legal services are estimated at an annual expenditures on an as needed and also cover such items as attendance at scheduled meetings of the Board of Supervisor's, Contract preparation and review, etc.

Electric Utility Services

Electric Utility Services

This item is for street lights, pool, recreation facility and other common element electricity

Garbage/Solid Waste Control Services

Garbage Collection

This item is for pick up at the recreation facility and parks as needed.

Water-Sewer Combination Services

Water Utility Services

This item is for the potable and non-potable water used for irrigation.

Other Physical Environment

Waterway Management System

This item is for maintaining the multiple waterways that compose the District's waterway management system and aids in controlling nuisance vegetation that may otherwise restrict the flow of water.

Property & Casualty Insurance

The District carries \$1,000,000 in general liability and also has sovereign immunity.

Entry & Walls Maintenance

This item is for maintaining the main entry feature and other common area walls.



GENERAL FUND 001

Landscape Maintenance

The District contracts with a professional landscape firm to provide service through a public bid process. This fee does not include replacement material or irrigation repairs.

Miscellaneous Landscape

This item is for any unforeseen circumstances that may effect the appearance of the landscape program.

Plant Replacement Program

This item is for landscape items that may need to be replaced during the year.

Property Taxes

This item is for property taxes assessed to lands within the District.

Irrigation Maintenance

Repairs necessary for everyday operation of the irrigation system to ensure its effectiveness.

Pool Maintenance

This item is necessary to contract with a vendor to maintain the pool within state guidelines for public use.

Clubhouse Maintenance

This item provides for operations, maintenance, and supplies to the District's Amenity Center.

DEBT SERVICE FUND

VENUES	
CDD Debt Service Assessments	\$ 245,595
TOTAL REVENUES	\$ 245,595
PENDITURES	
Series 2016 November Bond Principal Payment	\$ 64,000
Series 2016 May Bond Interest Payment	\$ 91,398
Series 2016 November Bond Interest Payment	\$ 90,198
TOTAL EXPENDITURES	\$ 245,595
EXCESS OF REVENUES OVER EXPENDITURES	\$ -
ALYSIS OF BONDS OUTSTANDING	
Bonds Outstanding - Period Ending 11/1/2016	\$ 3,905,000
Principal Payment Applied Toward Series 2016 Bonds	\$ 64,000
Bonds Outstanding - Period Ending 11/1/2017	\$ 3,841,000

SCHEDULE OF ANNUAL ASSESSMENTS

Lot Size	EBU Value	Unit Count	Debt Service Per Unit	O&M Per Unit	FY 2017 Total Assessment	
SERIES 2016 BONDS						
Single Family 40'	1.00	О	\$1,000	\$475	\$1,475	
Single Family 50'	1.25	205	\$1,302	\$594	\$1,896	
	FUI	TURE BONI	SERIES			
Single Family 40'	1.00	58	\$0	\$475	\$475	
Single Family 50'	1.25	60	\$0	\$594	\$594	

FISCAL YEAR 2017 PROPOSED ANNUAL OPERATING BUDGET

April 20, 2016

Brian Lamb Meritus 2005 Pan Am Cir. Suite 120 Tampa, FL 33607

Dear Brian Lamb,

As per F.S. 190.006, below is the number of qualified registered electors for the listed Community Development District as of April 15, 2016.

Community Development District	Number of Registered Electors		
Summit at Fern Hill CDD	0		

If you have any questions, please do not hesitate to contact me at (813) 384-3944 or ccampbell@hcsoe.org.

Sincerely,

Chelsea Campbell

Candidate Services Liaison

Representing Craig Latimer, Hillsborough County Supervisor of Elections

Governor's Sterling Award Recipient

1 February 25, 2016 Minutes of Special Meeting 2 3 4 5 6 **Minutes of Special Meeting** The Special Meeting of the Summit at Fern Hill Community Development District was scheduled to be held 7 on Thursday, February 25, 2016 at 2:00 p.m. at The Offices of Lennar, 4600 W. Cypress Street Suite 200, 8 9 Tampa, FL 33607. 10 Supervisors Present and Constituting a Quorum at the onset of the meeting: 11 12 Chairman Jeff Hills 13 **Brady Lefere** Vice Chairman 14 Gary Jernigan Supervisor 15 Ryan Motko Supervisor 16 Laura Coffey Supervisor 17 18 Staff Members Present: 19 Brian Lamb Meritus 20 Vivek Babbar District Counsel 21 John Vericker District Counsel 22 23 Mike Williams Akerman 24 Donna Feldman Feldman & Mahoney 25 Jennifer LaRocco Gray Robinson 26 Janice Entsminger US Bank 27 Stacey Johnson US Bank 28 29 1. CALL TO ORDER/ROLL CALL 30 31 Mr. Lamb called the Special Meeting of the Summit at Fern Hill Community Development District to order 32 on Thursday, February 25, 2016 at 2:05 p.m. and identified the Supervisors present constituting a quorum. 33 34 2. PUBLIC COMMENT ON AGENDA ITEMS 35 36 There were no public comments. 37 38 3. BUSINESS ITEMS 39 A. Consideration of Resolution 2016-02; Supplemental Assessment 40 41 Mr. Vericker reviewed the Resolution with the Board. 42 43 MOTION TO: Approve Resolution 2016-02. 44 MADE BY: Supervisor Hills 45 SECONDED BY: Supervisor Jernigan 46 DISCUSSION: None Further 47 RESULT: 5/0 Called to Vote: motion PASSED 48

49

50

B. Other Matters Relating to Financing

51	4. BUSIN	NESS ADMINISTRATIV	VE
52			of Supervisors Meeting Minutes November 19, 2015
53			tions and Maintenance Expenditures February 2016
54	С.	Review of Financial Sta	tements Month Ending December 31, 2015
55 56		MOTION TO:	Approve Consent Agenda Items 4A - C.
57		MADE BY:	Supervisor Hills
58		SECONDED BY:	Supervisor Jernigan
59		DISCUSSION:	None Further
60		RESULT:	5/0 Called to Vote: motion PASSED
61		TESCET.	o, o current of the motion in Robb
62	D.	General Matters of the	District
63	2.		
64	5. STAF	F REPORTS	
65	A.	District Counsel	
66	В.	District Engineer	
67	C.	District Manager	
68			
69	6. SUPER	RVISORS REQUESTS A	ND AUDIENCE COMMENTS
70			
71	7. ADJOU	URNMENT	
72		1 COTTON TO	
73		MOTION TO:	Adjourn
74		MADE BY:	Supervisor Hills
75		SECONDED BY:	Supervisor Coffey
76		DISCUSSION:	None Further
77		RESULT:	5/0 Called to Vote: motion PASSED
78			
79			T

*Please note the entire meeting is a	available on disc.						
*These minutes were done in a sum.	*These minutes were done in a summary format.						
*Each person who decides to appeal any decision made by the Board with respect to any matter con. at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is including the testimony and evidence upon which such appeal is to be based.							
Meeting minutes were approved a meeting held on	at a meeting by vote of the Board of Supervisors at a publicly no						
Signature	Signature						
Printed Name	Printed Name						
Title:	Title:						
□ Chair □ Vice Chair	□ Secretary□ Assistant Secretary						
	Recorded by Records Administrator						
	Signature						
	Date						
Official District Seal							

Summit at Fern Hill Community Development District Summary of Operations and Maintenance Invoices

	Invoice/Account		Vendor	
Vendor	Number	Amount	Total	Comments/Description
Monthly Contract				
Meritus Districts	7319	\$ 2,813.01		Management Services - March
Meritus Districts	7357	2,815.06	\$ 5,628.07	Management Services - April
Patricia A. Morris	183	49.00		Website Maintenance - February
Monthly Contract Sub-Total		\$ 5,677.07		
Variable Contract				
Stantec	934586 968488 020516	\$ 5,000.00		Professional Services - 02/15/16
Straley & Robin	13010	396.50		Professional Services thru 02/15/16 - General
Variable Contract Sub-Total		\$ 5,396.50		
Utilities				
Tampa Electric	718112	\$ 94.93		Electric Service thru 02/04/16
Utilities Sub-Total		\$ 94.93		
Regular Services				
ImageMaster, LLC	41500	\$ 150.00		Series 2016 Revenue Bonds - 03/24/16
Regular Services Sub-Total		\$ 150.00		
Additional Services				
Additional Services Sub-Total		\$ 0.00		
TOTA	AL:	\$ 11,318.50		

Approved (with any necessary revisions noted):

Summit at Fern Hill Community Development District Summary of Operations and Maintenance Invoices

	Invoice/Account	Vendor			
Vendor	Number	Amount	Total	Comments/Description	

Signature Printed Name

Title (check one):

[] Chairman [] Vice Chairman [] Assistant Secretary

Meritus Districts

5680 W. Cypress St. Suite A Tampa, FL 33607

Voice: 813-873-7300 Fax: 813-873-7070



INVOICE

Invoice Number: 7319

Invoice Date:

Mar 1, 2016

Page:

1

Bill To:	
Summit at Fern Hill CDD 2005 Pan Am Circle Suite 120 Tampa, FL 33607	

Ship to:	 j-, 1834.,		

Customer ID		Customer PO	Payment 1	Payment Terms		
Summit F	em Hill CDD		Net Du	ie		
Sales Rep ID		Shipping Method	Ship Date	Due Date		
		Airborne		3/1/16		
Quantity	Item	Description	Unit Price	Amount		
	DMS Postage	District Management Services: March Postage - January		2,812.50 0.51		

	3	,			
	a a				
		1	\wp		
			`		
					_
		Subtotal		2,813.01	
		Sales Tax			
		Total Invoice Amount	•	2 813 01	

Check/Credit Memo No:

Total Invoice Amount 2,813.01
Payment/Credit Applied
TOTAL 2,813.01

Meritus Districts

5680 W. Cypress St. Suite A Tampa, FL 33607



Apr 1, 2016

Amount

Invoice Number: 7357

Page: 1

Invoice Date:

Voice: 813-873-7300 Fax: 813-873-7070

Quantity

Bill To:	
Summit at Fern Hill CDD 2005 Pan Am Circle	
Suite 120	
Tampa, FL 33607	

Item

Ship to:			

Unit Price

Customer ID	Customer PO	Payment Terms	
Summit Fern Hill CDD		Net I	Due
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Airborne		4/1/16

Description

Quantity	109111	Description	OHIL FILLS	Amount
	DMS Postage	District Management Services: April Postage - February		2,812.56 2.56
		Subtotal Sales Tax		2,815.06
		Total Invoice Amount		2,815.06
eck/Credit Me	emo No:	Payment/Credit Applied		2,010.00
DON'O'I COIL IVIC	21110 1101	TOTAL		2,815.06

Outstanding - \$49 51300 5103

Approved 4/25/2016 by janderson

STATEMENT OF ACCOUNT

(Generated on Mar 23, 2016)



The InfoScouter Virtual Business Solutions

31046 Creekridge Dr Wesley Chapel, Florida 33543

Bill to:	Account S	ummary
Summit Fern Hill CDD	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	ay
c/o Meritus Corp.	Not yet due:	\$0.00
5680 W Cypress St, Suite	1-30 days overdue:	\$0.00
A	31-60 days overdue:	\$49.00
Tampa, Florida	61-90 days overdue:	\$0.00
districtinvoices@merituscorp.com	>90 days overdue:	\$0.00
districti (Voices@mentuscorp.com	Total due:	\$49,00

SHOWING ALL OUTSTANDING INVOICES BETWEEN SEP 01, 2015 AND FEB 09, 2016

Date	Due date	Details	Amount	Total Paid	Amount due
Jan 31, 2016	Feb 07, 2016	Involce #183	\$49,00	\$0.00	\$49.00
			\$49.00	\$0.00	\$49.00





STATEMENT

Statement as of February 05, 2016 Customer Number 132832 Page 1 of 1

1381

Project Invoice	Date	Description	Legacy Invoice No	Original Amount	Balance
Project 215612636	Fern Hill Cl	DD		11	
934586	07/17/15	Invoice		373.25	373.25
968488	10/16/15	Invoice		4,626.75	4,626.75
			Proje	ct Total	\$ 5,000.00
			Cust	omer Total	\$ 5,000.00

Total Balance Owing

USD \$ 5,000.00

Terms: Due on Receipt Remit To: 13980 Collections Center Drive Chicago, IL 60693 For questions concerning your account, please call Becky at (859-422-1853)

Design with community in mind

Straley & Robin

1510 W. Cleveland Street Tampa, FL 33606 Telephone (813) 223-9400 * Facsimile (813) 223-5043 Federal Tax Id. - 20-1778458

SUMMIT AT FERN HILL COMMUNITY DEVELOPMENT DISTRICT 5680 W. CYPRESS STREET, SUITE A

TAMPA, FL 33607

February 18, 2016

Client: Matter: 001462 000001

Invoice #:

13010

Page:

1

RE: General

For Professional Services Rendered Through February 15, 2016

SERVICES

51400 3107

Date

Description of Services Person

Hours

1.3

2/2/2016

REVIEW EMAIL FROM B. HOWELL: REVIEW **JMV**

EMAIL FROM B. LAMB: DRAFT EMAIL TO B. HOWELL; REVIEW EMAIL FROM J. HILLS; REVIEW PHASING SCHEDULE AND MAP.

Total Professional Services

1.3 \$396.50

PERSON RECAP

Person		Hours	Amount
JMV	John M. Vericker	1.3	\$396.50

Visit our Web site at tampaelectric.com

0471-11329

Average kWh per day

Feb 2016

Fuel sources we use to serve you

For the 12-month period ending December 2015, the percentage of fuel type used by Tampa Electric to provide electricity to its customers was: Natural Gas and Oil*...49% Coal...... 45% Purchased Power..... 6% *Oil makes up less than 1% Tampa Electric provides this information to our customers on a quarterly basis.

February Billing Information:

SUMMIT AT FERN HILL CDD 10654 1/7 FERN HILL DR RIVERVIEW FL 33578-0000

Account Number 0476 0944610

Statement Date Feb 08, 2016

Meter Number Current Reading C24471

Basic Service Charge

Energy Charge

Previous Reading 00000

Diff. Multi. 0

718112

18.00

0.00

31 day period

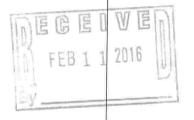
00000 Next Read Date On Or About Mar 3, 2016 Total kWh Purchased 0 **Account Activity** Explanation Charge Total Previous Balance 0.00 Payments Received As of February 08, 2016 0.00 \$0.00 New Charges Due by Feb 29, 2016 Service from Jan 04 to Feb 04

General Service 200 Rate

0 kWh @ \$.05788/kWh

Total Due			****
Total Miscellaneous Charges			\$75.00
Total Missellessess Champa		75.00	
Activation Fee		75.00	
Amount not paid i	by due date may be assessed a late paymer	nt charge.	
			\$19.93
This Month's Charges	Σασσα στι φτο. το	1.47	
Fla State Taxes-energy/Fuel	Based on \$18.46	1.47	
Florida Gross Receipts Tax	Based on \$18.00	0.46	
		\$18.00	
Electric Service Cost	O KVVII (@ 4.03070/KVVII	0.00	
Fuel Charge	0 kWh @ \$.03676/kWh		

Customer Service - Business Hillsborough Co: 813.228.1010. All Other: 1.866.TECO.BIZ (866.832.6249)



To ensure prompt credit, please return stub portion of this bill with your payment. Make check payable to Tampa Electric.

718112

Account No. 0476 0944610

New Charges \$94.93 Payable by Feb 29

Total Bill Amount \$94.93

Mail Payment To: P.O. Box 31318 Tampa, FL 33631-3318

0471-11329 11329-1149

lulludlulluludadadlladladdddadalladd SUMMIT AT FERN HILL CDD 5680 W CYPRESS ST STE A TAMPA FL 33607-1775



Approved 2/22/2016 by wxavie

IMAGE MASTER

Invoice

Date	Invoice #
3/24/2016	41500

Bill To

Summit at Fern Hill CDD

Remit To

ImageMaster, LLC 1182 Oak Valley Drive Ann Arbor, MI 48108-9624 Phone: 734-821-2523

Fax: 734-821-2524 EIN: 27-3916541

	Terms	Due Date
	Net 30	4/23/2016
Description		Amount
\$3,905,000 SUMMIT AT FERN HILL COMMUNITY DEVELOPMENT DISTI (Hillsborough County, Florida) Special Assessment Revenue Bonds, Series 2016	RICT	
Second Supplement		150.00
or a copy of our W-9 please visit http://www.imagemaster.com/w9		
ACH/Wire: JP Morgan Chase Bank, ABA: 072000326 • Acct: 532558595 • Email: accounting@i Please include INVOICE NUMBER when paying by wire or ACH.	magemaster,com	
Please remit to above address. For billing inquiries:734-821-2536.	Total	\$150.00

Financial Statements (Unaudited)

Period Ending March 31, 2016



 ${ \begin{tabular}{l} Meritus\ Districts\\ 5680\ West\ Cypress\ Street \sim Suite\ A \sim Tampa,\ Florida\ 33607\\ Phone\ (813)\ 873\text{-}7300 \sim Fax\ (813)\ 873\text{-}7070\\ \end{tabular}}$

Balance Sheet

As of 3/31/2016 (In Whole Numbers)

	General Fund	Debt Service - Series 2016	Capital Projects- Series 2016	General Fixed Assets Account Group	General Long-Term Debt
Assets					
Cash-Operating Account	8,460	0	0	0	0
Investments-Revenue Account 2016	0	0	0	0	0
Investments-Reserve Account 2016	0	123,178	0	0	0
Investments-Acquisi 2016	0	0	715,170	0	0
Investments-Cost of Issuance 2016	0	0	0	0	0
Deposits	800	0	0	0	0
Construction Work In Progress	0	0	0	2,754,079	0
Amount Available-Debt Service	0	0	0	0	123,178
Amount To Be Provided-Debt Service	0	0	0	0	3,781,823
Total Assets	9,260	123,178	715,170	2,754,079	3,905,000
Liabilities					
Accounts Payable	22,491	0	0	0	0
Accounts Payable Other	0	0	0	0	0
Revenue Bonds Payable-LT-2016	0	0	0	0	3,905,000
Total Liabilities	22,491	0	0	0	3,905,000

Fund Equity & Other Credits

Balance Sheet

As of 3/31/2016 (In Whole Numbers)

	General Fund	Debt Service - Series 2016	Capital Projects- Series 2016	General Fixed Assets Account Group	General Long-Term Debt
Fund Balance-Unreserved	(1,621)	0	0	0	0
Investment In General Fixed Assets	0	0	0	2,754,079	0
Other	(11,611)	123,178	715,170	0	0
Total Fund Equity & Other Credits	(13,232)	123,178	715,170	2,754,079	0
Total Liabilities & Fund Equity	9,260	123,178	715,170	2,754,079	3,905,000

Date: 4/26/16 01:10:09 PM

Statement of Revenues and Expenditures

001 - General Fund From 10/1/2015 Through 3/31/2016 (In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues Contributions & Donations From Private Sources				
Developer Contributions	170,075	12,312	(157,763)	(93)%
Total Revenues	170,075	12,312	(157,763)	(93)%
Expenditures				
Financial & Administrative				
District Manager	33,750	16,875	16,875	50 %
District Engineer	7,500	0	7,500	100 %
Disclosure Report	5,000	0	5,000	100 %
Trustees Fees	5,500	0	5,500	100 %
Auditing Services	5,000	0	5,000	100 %
Postage, Phone, Faxes, Copies	1,000	4	996	100 %
Public Officials Insurance	1,900	0	1,900	100 %
Legal Advertising	1,000	86	914	91 %
Bank Fees	250	144	106	43 %
Dues, Licenses & Fees	175	205	(30)	(17)%
Miscellaneous Fees	0	5	(5)	0 %
Office Supplies	250	0	250	100 %
Website Administration	0	946	(946)	0 %
Legal Counsel				
District Counsel	10,000	5,543	4,457	45 %
Electric Utility Services				
Electric Utility Services	25,000	116	24,884	100 %
Garbage/Solid Waste Control Services				
Garbage Collection Water-Sewer Combination Services	500	0	500	100 %
Water Utility Services	2,500	0	2,500	100 %
Other Physical Environment				
Waterway Management Program	7,750	0	7,750	100 %

Statement of Revenues and Expenditures

001 - General Fund From 10/1/2015 Through 3/31/2016 (In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Property & Casualty Insurance	7,000	0	7,000	100 %
Club Facility Maintenance	7,500	0	7,500	100 %
Landscape Maintenance - Contract	25,000	0	25,000	100 %
Landscape Maintenance - Other	7,500	0	7,500	100 %
Plant Replacement Program	2,500	0	2,500	100 %
Irrigation Maintenance	3,500	0	3,500	100 %
Pool Maintenance	10,000	0	10,000	100 %
Total Expenditures	170,075	23,923	146,152	86 %
Excess Revenues Over (Under) Expenditures	0	(11,611)	(11,611)	0 %

Statement of Revenues and Expenditures

200 - Debt Service - Series 2016 From 10/1/2015 Through 3/31/2016 (In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Interest Earnings				
Interest Earnings	0	0	0	0 %
Total Revenues	0	0	0	0 %
Other Financing Sources				
Debt Proceeds				
Bond Proceeds	0	123,178	123,178	0 %
Total Other Financing Sources	0	123,178	123,178	0 %
Excess Revenues Over (Under) Expenditures	0	0	0	0 %

Statement of Revenues and Expenditures

300 - Capital Projects- Series 2016 From 10/1/2015 Through 3/31/2016 (In Whole Numbers)

	Total Budget - Original	Current Period Actual	Total Budget Variance - Original	Percent Total Budget Remaining - Original
Revenues				
Interest Earnings				
Interest Earnings	0	2	2	0 %
Total Revenues	0	2	2	0 %
Expenditures				
Financial & Administrative				
District Manager	0	33,500	(33,500)	0 %
District Engineer	0	5,000	(5,000)	0 %
Trustees Fees	0	11,191	(11,191)	0 %
Underwriter	0	38,000	(38,000)	0 %
Bond Counsel	0	51,000	(51,000)	0 %
Miscellaneous Fees	0	1,309	(1,309)	0 %
Legal Counsel				
District Counsel	0	48,000	(48,000)	0 %
Other Physical Environment				
Improvements Other Than Buildings	0	2,754,079	(2,754,079)	0 %
Total Expenditures	0	2,942,079	(2,942,079)	0 %
Other Financing Sources Debt Proceeds				
Bond Proceeds	0	3,657,248	3,657,248	0 %
Total Other Financing Sources	0	3,657,248	3,657,248	0 %
Excess Revenues Over (Under) Expenditures	0	(2,942,077)	(2,942,077)	0 %

Summit at Fern Hill Community Development District Reconcile Cash Accounts

Summary

Cash Account: 10101 Cash-Operating Account

Reconciliation ID: 03/31/16 Reconciliation Date: 3/31/2016

Status: Locked

Bank Balance	1,473.53
Less Outstanding Checks/Vouchers	400,00
Plus Deposits in Transit	0.00
Plus or Minus Other Cash Items	7,386.05
Plus or Minus Suspense Items	0.00
Reconciled Bank Balance	8,459.58
Balance Per Books	8,459.58
Unreconciled Difference	0.00

Click the Next Page toolbar button to view details.

Summit at Fern Hill Community Development District Reconcile Cash Accounts

Detail

Cash Account: 10101 Cash-Operating Account

Reconciliation ID: 03/31/16 Reconciliation Date: 3/31/2016

Status: Locked

Outstanding Checks/Vouchers

Document Number	Document Date	Document Description	Document Amount	Payee
1020	1/20/2016	System Generated Check/Voucher	400.00	Tampa Electric
Outstanding Checks/Vouchers			400.00	

Summit at Fern Hill Community Development District Reconcile Cash Accounts

Detail

Cash Account: 10101 Cash-Operating Account

Reconciliation ID: 03/31/16 Reconciliation Date: 3/31/2016

Status: Locked

Outstanding Other Cash Items

Document Number	Document Date	Document Description	Document Amount
JV022	3/24/2016	Lennar Homes LLC Ck # 725455	7,386.05
Outstanding Other C	ash Items		7,386.05

Page 1 of 3 36/E00/0175/0 /42

US/31/2016 0000



AccountStatement

SUMMIT AT FERN HILL CDD 5680 W CYPRESS ST STE A TAMPA FL 33607-1775

Questions? Please call 1-800-786-8787

HOW CAN WE HELP YOU MAKE THE RIGHT FINANCIAL CHOICES FOR TODAY AND TOMORROW? WITH OUR VARIETY OF SOLUTIONS AND FINANCIAL GUIDANCE.
WE VALUE YOU AS A CLIENT AND WANT TO HELP YOU BANK THE WAY THAT FITS YOUR LIFE. LEARN MORE AT SUNTRUST.COM.

Account Summary	Account Ty ANALYZED		CHECK	Account Number		nt Numbe	r			Statement Period 03/01/2016 - 03/31/201	
	Description Beginning B Deposits/Cri Checks Withdrawals Ending Bala	salance edits s/Debits			Amount \$1,718.73 \$.00 \$219.96 \$25.24 \$1,473.53	Average	tion Balance Collected of Days in	Balance Stateme	ent Period	\$1,	mount 578.26 578.26 31
Checks	Check Number 1023	Д	mount 94.93	Date Paid 03/02	Check Number *1025		Amount 42,84	Date Paid 03/07	Check Number *1027	Amount 82.19	Date Paid 03/31
	Checks: 3			*Bre	ak in check s	equence					
Withdrawals/ Debits	Date Paid 03/18	Amount 25.24	Seria	l #	Description ACCOUNT		IS FEE				
	Withdrawals	/Debits: 1									
Balance Activity History	03/01 03/02 03/07	1,	718.73 623.80 580.96		1,62	nce 8.73	Date 03/18 03/31		Balance 1,555.72 1,473.53	Ba 1,	lected alance 555.72 473.53

STRALEY & ROBIN

1510 W. Cleveland Street Tampa, FL 33606 Phone: 813-223-9400 Fax: 813-223-5043 Website: www.srwlegal.com

MEMORANDUM

TO: Community Development District Supervisors and District Managers

FROM: Vivek K. Babbar DATE: March 14, 2016

RE: 2016 Legislative Update

The 2016 Florida Legislature concluded its session on March 11, 2016. We monitored several bills that impact community development districts ("CDDs") and prepared this memo to focus on a few bills that became law and some bills that are awaiting the Governor's signature; the Governor signed House Bill 479 and House Bill 273, and House

Governor's signature; the Governor signed House Bill 479 and House Bill 273, and House Bill 971 and Senate Bill 1004 have been presented to the Governor for his signature. These laws and bills, which take effect July 1, 2016, impact all CDDs in Florida. Copies of any bill can be viewed at the Legislature's website: www.leg.state.fl.us.

House Bill 479 (Website Requirements)

This new law revises the Uniform Special District Accountability Act of 1989, Chapter 189, Florida Statutes. The revisions require CDDs, to post the following information on the official website:

- 1. The tentative budget, which must be posted at least 2 days prior to the public hearing on the budget and remain on the website for at least 45 days
- 2. The final adopted budget, which must be posted within 30 days after adoption and remain on the website for at least 2 years
- 3. A listing of its regularly scheduled public meetings for the upcoming fiscal year
- 4. The most recent copy of the CDD's public facilities report
- 5. A link to the Department of Financial Services' website for access to the CDD's annual financial audit on file (https://apps.fldfs.com/localgov/reports/)
- 6. The agenda of meetings and workshops, along with any meeting materials available in an electronic format, at least 7 days before each meeting or workshop. The information must remain on the website for at least 1 year after the meeting or workshop

House Bill 273 (Public Records Custodian)

This new law revises Section 119.0707, Florida Statutes. The revisions require CDDs to include specific language in agreements entered into after July 1 with vendors and contractors of the CDD informing them of the name of the public record custodian of the CDD (the District

Community Development District Supervisors and District Managers March 14, 2016 Page 2

Manager), as well as their contact information, including a telephone number, email address, and mailing address. It also requires that any public records request be made directly to the public record custodian, rather than directly to a CDD vendor or contractor.

House Bill 971 (Formation and Operation of CDDs)

This bill amends Section 190, Florida Statutes. If signed by the Governor, this bill's revisions modify the formation and merging of CDDs and clarifies that CDDs may authorize towing for CDD owned property. The revisions include:

- 1. Authorizing a county or municipality to form CDDs in size up to 2,500 acres (the current threshold is 1,000 acres)
- 2. Requiring two publications prior to a county or municipality public hearing on the petition to form a CDD (the current requirement is four publications)
- 3. Clarifying that the exclusion of police powers does not prohibit CDDs from contracting with a towing operator to remove vehicles or vessels from CDD property
- 4. Permitting a county or municipality to merge up to 5 CDDs pursuant to certain procedures without regard to the acreage of the CDDs

Senate Bill 1004 (Clarification for Public Records Exemption for Security System Plan)

This bill amends Section 119.071, Florida Statutes. If signed by the Governor, this would permit the CDD, at its option, to disclose records relating to a "security system plan" (i) to a property owner, (ii) to another local, state, or federal agency, (iii) or upon a court order. The term "security system plan" includes security camera footage.

Recommendations

The Board of Supervisors will need to update its website by July 1, 2016, to comply with the website requirements as well as ensure that updates are timely uploaded to the website by the website vendor.

We have attached a summary of the bills we monitored during this session. If you have any questions about the new legislation, please contact us at your convenience.

Thank you,

Straley & Robin

2016 Florida Legislation Summary:

Bills that modify the same existing laws have been grouped together

Yellow highlight indicate	Proposed Bills That Passed Yellow highlight indicates the Bill that passed both the Senate and the House					
Signed by Governor	SB 516 SB 956 HB 479 HB 745	Revises 189 (Website related provisions) • Requires additional postings of certain items to be uploaded by certain time and available for set periods • Requires Department of Economic Opportunity (DEO) to remove certain inactive districts				
Signed by Governor	SB 390 HB 273	Revises 119 (Public Records) • Clarifies responsibilities of contractors doing business with Government				
Presented to Governor	SB 1156 HB 971	Revises Formation Provisions: • Amends acreage threshold (1,000 to 2,500) • Revises notice requirements for local government hearing (from 4 to 2) Clarifies that CDDs may engage towing operators Authorizes certain number of districts to merge (five), and merger details				
Presented to Governor	SB 1004 HB 869	Clarifies public record exemption for security system plans				
Signed by Governor Signed by Governor	SB 1040 SB 1038 HB 7049	Clean up Bill removing several old provisions and references				

{00054298.DOCX/3}

	Proposed Bills That Failed:				
SB 406	Playground Safety Act, adopts federal standards for new playgrounds and applies retroactively starting in 2022				
SB 582	Clarifies definitions and penalties for public corruption				
SB 593 SB 686	 Additional financial disclosure of public officials- (only municipalities) Revises 189 Certain budget documents on website Revises 218 (audits) Revises audit committee membership requirements Requires affidavit of audit committee chair Requires explanation of any recommendations by auditor at public meeting and Board's discussion of if it will take corrective action 				
SB 724 HB 857	Public Record: Custodian of record can be personally liable if they withhold public record or assert non-applicable exception				
HB 1143	Includes e-cigarettes in Florida's Clean Indoor Air Act (prohibit in buildings and preempt regulation of smoking)				
SB 1220 HB 1021	Public Record Attorney's Fees – Judge reviews facts to determine if award under the circumstances. Currently: award when local government is found to be in violation				
SB 1482	Revises 286.011. Requires agendas be posted on website 2 business days in advance of meeting				
SB 1554 HB 4063	Repeals preemption of smoking regulation				
HB 7001	Requires DEO to remove inactive districts from official list				

Landscape Proposals

	Annual	Monthly		Mulch/Annuals
Yellowstone	\$49,527.0	0	\$4,127.25	Not included
Millenium	\$66,000.0	0	\$5,500.00	Included in contract price
LMP	\$91,800.0	0	\$7,650.00	Total annual contract price with mulch - \$106,500.00, annuals not included

Aquatics Proposals

	Monthly	
First Choice		\$340.00
Remson Aquatics		\$375.00
Aquatic Systems		\$411.00





May 2, 2016

Ms. Nicole Chamberlain **Summit at Fern Hill** c/o Meritus Corporation 2005 Pan Am Circle, Suite #120 Tampa, Florida 33607

VIA EMAIL: nicole.chamberlain@merituscorp.com

Dear Nicole:

At your request, on April 27, 2016, we surveyed the Ponds at **Summit at Fern Hill**. We recommend that this integrated **Aquatic Systems, Inc.** program of waterway management be initiated as soon as possible:

Control and maintenance of the algae. Please recognize that some algae is of benefit to the water quality and food chain, enhancing the total ecosystem.

Control and maintenance of all existing noxious aquatic weeds growing in the waterway.

Scheduled inspections, with treatment as necessary, to *prevent* growth of new aquatic weed species through introduction by drainage or other natural processes.

Control and maintenance of the shoreline grasses growing in the water to the water's edge.

Triploid Grass Carp *may be utilized* by **Aquatic Systems, Inc.** for control of certain submerged aquatic weeds. These fish will be stocked, *pending regulatory approval*, if **Aquatic Systems, Inc.** determines them to be beneficial. No additional charges for permitting, barrier installation or stocking will be invoiced to customer, unless specified on the face of the enclosed contract.

Establishment of a professional reporting system for property management administration.

Kindly sign the contract and return to us as soon as possible, so we may schedule your program.

Nicole, a waterway system thrives on the oxygen-producing and nutrient up-taking properties of its plant life. It is the intent of **Aquatic Systems, Inc.** to provide an ecological balance so that both the waterway ecosystem, including fish and animal life, and the neighboring community can benefit.

If you have any questions, please do not hesitate to contact me at 1-800-432-4302.

We look forward to serving Summit at Fern Hill!

oshua FMcGarry

Sincerely,

Joshua F. McGarry District Manager JFM/lms

cc: Doug Agnew, Senior Consultant

Enclosures

CORPORATE OFFICE 2100 NW 33rd Street, Pompano Beach, FL 33069 1-800-432-4302 • Fax: 954-977-7877 STATEWIDE LOCAL OFFICES

Fort Myers * Fort Pierce * Jacksonville * Miami * Pompano Beach Sanford * Sarasota * St. Petersburg * Sun City * Wesley Chapel * Winter Garden

Aquatic Systems, Inc.

Lake & Wetland Management Services

Everything a Lake Should Be

2100 NW 33rd Street, Pompano Beach, FL 33069 Telephone: 1-800-432-4302 Fax: 954-977-7877

www.aquaticsystems.com

This Agreement made the date set forth below, by and between Aquatic Systems, Inc., a Florida Corporation, hereinafter called "ASI", and

Ms. Nicole Chamberlain Aquatic Services Agreement

Summit at Fern Hill c/o Meritus Corporation 2005 Pan Am Circle, Suite #120 Tampa, Florida 33607

(813) 397-5120, Ext. 338

One-Year Agreement - Automatic Renewal

Month Service is to Commence:

nicole.chamberlain@merituscorp.com **Date of Proposal**: May 2, 2016 JFM-R-9I

hereinafter called "Customer". The parties hereto agree as follows:

1. ASI agrees to manage certain lake(s) and/or waterway(s) in accordance with the terms and conditions of this Agreement in the following location:

Five Ponds (6,576 total linear foot perimeter) located at Summit at Fern Hill in Riverview, Florida.

- 2. Minimum of TWELVE (12) inspections with treatment as required (approximately once every 30 days).
- 3. CUSTOMER agrees to pay ASI, its agents or assigns, the following sum for specified water management service:

Annual Maintenance Program:

Algae & Aquatic Weed Control Included
Shoreline Grass Control to the Water's Edge Included
Debris Removal Included

Triploid Grass Carp Stocking & Permitting

As Required by ASI*

Sites to be determined

Management Reporting Included
Monthly Special Customer Site Inspection Report Included

Total Program Investment \$411.00 Monthly

Additional Services:

Carp Barrier(s) Installation/Fabrication \$100.00 Per Barrier(s) (plus applicable Sales Tax)

Sites to be determined

Terms & Conditions of Aquatic Services Agreement

The above price is effective for 30 days from the date of this proposal.

- 1. This transaction is subject to the terms and conditions quoted below, notwithstanding any conflicting provisions submitted by BUYER.
- 2. If CUSTOMER requires **ASI** to enroll in any special third-party compliance programs invoicing or payment plans that charge **ASI**, those charges will be invoiced back to CUSTOMER.

ASI, Inc.

¹ Shoreline area to be cleaned is limited to 1 foot maximum depth. Individual litter items to be removed are limited to non-natural materials; such as, paper products, Styrofoam cups, plastic bags and aluminum cans that are accessible along the immediate shoreline. Construction debris, shopping carts, discarded household appliances or any other objects not considered litter, are not included but can be removed at an additional cost.

^{*}Services performed at ASI's sole discretion for the success of the Waterway Management Program

- 3. This Agreement shall have as its effective date the first day of the month in which services are first rendered to the CUSTOMER. The contract price has been equally spread over a 12-month payment period and does not reflect the actual fluctuating seasonal costs of services.
- 4. CUSTOMER agrees that the services to be provided are for the benefit of CUSTOMER regardless of whether the CUSTOMER has direct legal ownership of the water areas specified. In the event that CUSTOMER does not directly own the areas where services are to be provided, CUSTOMER warrants and represents that he has control of these areas to the extent that he may authorize the specified services and agrees to hold ASI harmless for the consequences of such services not arising out of ASI sole negligence.
- 5. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by fire, floods, strikes, riots, war, acts of God, accidents, material unavailability, governmental order and/or regulations.
- 6. **ASI**, at its expense, shall maintain the following insurance coverage: Workman's Compensation (statutory limits), General Liability, Property Damage, Products and Completed Operations Liability, and Automobile Liability.
- 7. If at any time during the term of this Agreement, CUSTOMER feels **ASI** is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform **ASI**, by certified mail, return-receipt requested, stating with particularity, the reasons for CUSTOMER'S dissatisfaction. **ASI** shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel **ASI** performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("Second Notice") to **ASI** and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by **ASI**.
- 8. **ASI,** agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of Aquatic Systems. Inc.; however, **ASI,** shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause whatsoever.
- 9. Collection terms are net 30 days from invoice date. In consideration of **ASI'S** providing services and/or products, the CUSTOMER agrees to pay its invoice/statement within 30 days of the invoice/statement date. All amounts remaining due and owing 30 days after billing by SELLER shall bear interest at the rate of 1.5% per month until paid in full. The CUSTOMER shall pay all costs of collection, including liens and reasonable attorney's fees. ASI may cancel this Agreement, if CUSTOMER is delinquent more than sixty (60) days on their account. *Checks should be payable to Aquatic Systems, Inc.*
- 10. If at any time during the term of this Agreement the government imposes any additional related permit requirements, water testing and/or fees, this Agreement may be renegotiated to include these changes and the cost of the additional services and/or fees. If a renegotiated contract can not be agreed upon ASI reserves the right to cancel this Agreement.
- 11. <u>Automatic Extension.</u> Upon the anniversary date, this Agreement shall automatically be extended for successive twelve month periods, unless notice of non-renewal has been received by **ASI**, in writing, at least thirty (30) days prior to the anniversary date. The anniversary date shall be the first day of the month in which services were first rendered under this Agreement. Prices specified are firm throughout the original term of the contract; but thereafter, **ASI** may, with thirty (30) days' pre-notification, change pricing effective upon the next anniversary date. If you do not agree with a proposed price change, you must notify us in writing within twenty-one (21) days after receipt of our price change notice. **ASI** shall then have the option of terminating this Agreement without penalty to you.
- 12. It is the CUSTOMER'S responsibility to inform **ASI** of any and all work areas that are required mitigation sites in which desirable plants have been or are to be installed. CUSTOMER agrees to provide **ASI** with copies of mitigation permits, site plans, plant species, etc. relating to contracted work areas. **ASI** assumes no responsibility for damage to desirable plants where CUSTOMER has failed to disclose such information to ASI.
- 13. Under "shoreline grass control program," **ASI** will treat border grasses and brush. Certain plants, such as grasses and cattails, leave visible structure which may take several seasons to decompose. CUSTOMER is responsible for removing such structure if desired.
- 14. Water use restrictions after treatment are not often required. When restrictions are required, **ASI** will post signs and notify CUSTOMER. It is the CUSTOMER'S responsibility to maintain the posted signs throughout the required period.

ASI, Inc.

ASI does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.

- 15. *Carp Containment Barrier(s):* **ASI** is <u>not</u> responsible under any circumstances for flooding or water damage from fouled water level control structures resulting from **ASI** installing Carp Containment Barriers on the structures.
- 16. Water quality testing requested by the CUSTOMER will be invoiced at an additional charge.
- 17. If this Agreement is signed by owner's agent, a change in agent will not void the terms of this Agreement.
- 18. This Agreement constitutes the entire Agreement of the parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both **ASI** and the CUSTOMER.
- 19. In the event of any dispute arising hereunder, the prevailing party shall be entitled to an award of reasonable attorney's fees and court costs against the non-prevailing party including appellate level.
- 20. The sole and exclusive jurisdiction and venue for the determination of any disputes arising hereunder between the parties hereto shall be the 17th Judicial Circuit in and for Broward County, Florida and the undersigned agrees that said court shall have jurisdiction over the undersigned for determination of any disputes between the parties to this Agreement.

Customer or Authorized Agent Signature	Date
Print Name and Title of Signer	Print Company Name of Signer
Aquatic Systems, Inc. Signature	Date

ASI, Inc.



Field Technicians

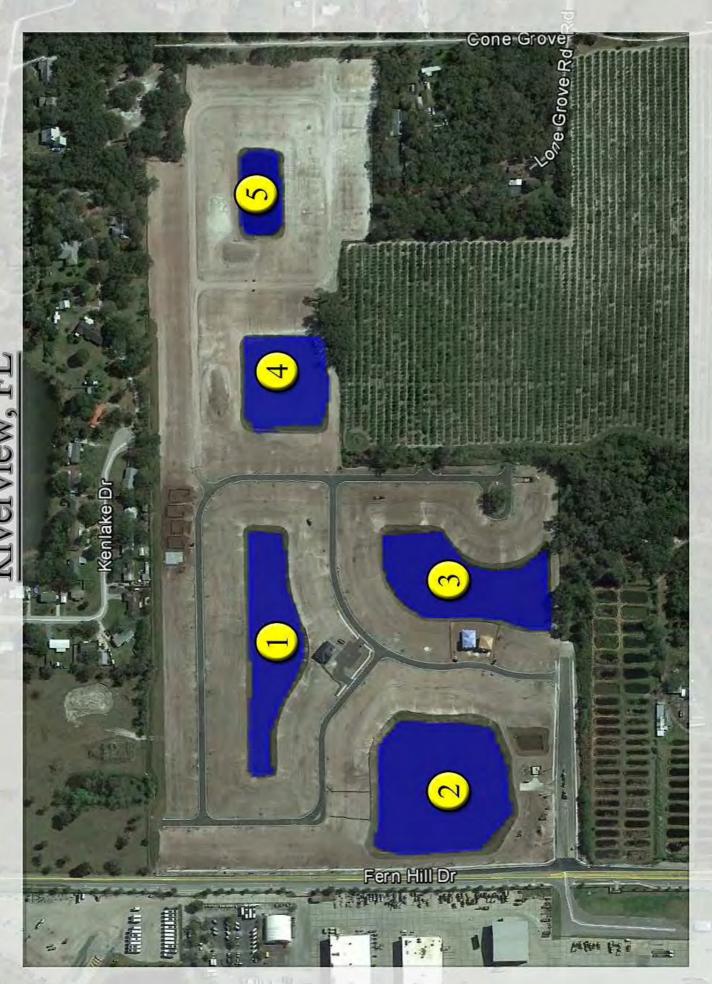
State Certified Aquatic Applicators: All of our technicians are required by ASI to obtain State Certification, giving you confidence that your water is managed properly.

field. Our monthly safety training covers more than 15 major topics, from Airboats to Welding. Trained for Safety: Prevention is the key to a safe work environment in both the office and the

Drug Free: Our comprehensive, random drug policy for all employees gives you assurance that ASI personnel working inside your community are repeatedly drug tested Background Check: For your peace-of-mind, all ASI technicians must pass a broad criminal and driving background check when hired

This ensures a higher level of safety, for them and for your community residents, around all types Swim Certification: Water safety requires more than personal flotation devices. Our technicians must be certified by Red Cross swim instructors and trained to safely operate their spray boat. of waterways

Responsible Lake Management



First Choice

Aquatic Weed Management, LLC. 9753 66th St. North Suite 171 Pinellas Park, Fl. 33782 (727)410-7071

This agreement made the date set forth below by and between First Choice Aquatic Weed Management, LLC, hereinafter called "First Choice Aquatic", and Customer, Summit at Fern Hill CDD

<u>Contract Agreement</u> First Choice Aquatic Weed Management Service Agreement.

One Year Agreement – Automatic Renewal Date of Proposal. <u>April 6, 2016.</u>

The parties hereto agree as follows that First Choice Aquatic will manage certain lakes, ponds and waterways in accordance with the terms and conditions of this agreement in the following locations: **Summit at Fern Hill CDD.**Six storm water retention ponds.

CUSTOMER agrees to pay First Choice Aquatic, its agent or assigns, the sum of $\frac{$340.00}{$}$ each month for the following specified waterway management services. The one time (ONE TIME START UP FEE) initial application of $\frac{$N/A}{$}$.

- 1. Algae & Aquatic Weed Control
- 2. Shoreline Grass Control to the Water's Edge
- 3. Floating Invasive/Exotic weeds in open water areas
- 4. Spot Spraying as required by First Choice to maintain compliance with governing agencies for the control of nuisance & exotic species of aquatic vegetation
- 5. Lake Dye at the discretion of First Choice Aquatic
- 6. Quarterly Water Oxygen, Water Temperature testing at customer request.
- 7. Monthly Management Treatment Report
- 8. Aquatic Consultation
- **9. Triploid Grass Carp** with F.F.W.C.C. permit approval acquired by the CUSTOMER and stocking at the sole discretion of FIRST CHOICE AQUATIC as to quantities, location and timing
- **10. Monthly Debris removal.** Shoreline to be cleaned is limited to 1 foot maximum of depth. Individual litter items to be removed are limited to non-natural materials; such as paper products, plastic bags, plastic water bottles, Styrofoam cups, aluminum cans that are accessible along the immediate shoreline.
- **11.** Construction Debris, shopping carts, discarded household appliances or any other objects weighing more than five pounds are NOT included in this service.

First Choice

Aquatic Weed Management, LLC.

Engagement Letter

At your request, on. <u>April 6 2016.</u> First Choice Aquatic surveyed. <u>6, ponds at Summit at Fern Hill CDD.</u> We recommend the following program of ecological vegetation management be initiated as soon as possible by First Choice Aquatic Weed Management, LLC:

Control and maintenance of all algae in the open water within the aquatic sites.

Control and maintenance of all shoreline grass and brush within the aquatic sites.

Control and maintenance of all floating invasive/exotic weeds in open water areas.

Control and maintenance of all existing invasive aquatic weed growing in aquatic sites.

Control and maintenance of all category I & II Invasive/Exotic species growing in aquatic sites.

Control and maintenance of all category I & II Invasive/Exotic species with in the Mitigation areas and Littoral selves.

First Choice Aquatic Weed Management, LLC. will respond to any service request by customer within 48 hours. Same day response to phone calls, e-mail correspondence.

<u>12 (TWELVE)</u> Scheduled inspections each year, <u>1 (ONE)</u> each month with treatments as necessary to prevent growth of new aquatic weed species through introduction by drainage, wild life or other natural processes.

The above price for service is effective for 90 days from the date of the proposal.

This transaction is subject to the terms and conditions quoted below.

If CUSTOMER requires FIRST CHOICE AQUATIC to enroll in any special third party compliance programs or invoicing or payment plan that charge FIRST CHOICE AQUATIC those charges will be reimbursed by CUSTOMER.

This Agreement shall have as its effective date the first day of each month in which services are first rendered to the CUSTOMER. The contract price has been equally spread over 12 month payment prior and does not reflect the actual fluctuating seasonal cost of service.

CUSTOMER agrees that the services to be provided are for the benefit of the CUSTOMER regardless of whether the CUSTOMER has direct legal ownership of the water areas specified. In the event that CUSTOMER does not directly own the areas where services are to be provided, CUSTOMER warrants and represents that it has control of these areas to the extent that it may authorize the specified services, and agrees to hold FIRST CHOICE AQUATIC harmless for the consequences of such services not arising out of gross negligence by FIRST CHOICE AQATIC.

Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by fire, floods, strikes, riots, war, acts of God, accidents, material unavailability, governmental order and/or regulations.

FIRST CHOICE AQUATIC, at its expense, shall maintain the following insurance coverage:
General Liability, Property Damage, Product and Completer Operations Liability and Automobile Liability.

If at any time during the term of this Agreement, CUSTOMER feels First Choice is not performing in a satisfactory manner, or in accordance with the terms of the agreement, CUSTOMER shall inform First Choice, by certified mail, return-receipt requested, stating with particularity, the reason for CUSTOMER'S dissatisfaction. FIRST CHOICE shall investigate and attempt to cure the matter of dissatisfaction. If, after 30 days from the given of the original notice, CUSTOMER continues to feel FIRST CHOICE AQUATIC performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving written notice("Second Notice") to FIRST CHOICE AQUATIC and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by FIRST CHOICE AQUATIC.

FIRST CHOICE, agrees to hold the CUSTOMER harmless from any loss, damage or claims arising out of the negligence of FIRST CHOICE AQUATIC; however, FIRST CHOICE AQUATIC shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damage resulting from any cause other than gross negligence.

Collection terms are net 30 days from invoice date. All amounts remaining due and owing 30 days after billing by SELLER shall bear interest at the rate of 1.5% per month until paid in full.

The CUSTOMER shall pay all costs of collection, including liens and reasonable attorney's fees. FIRST CHOICE AQUATIC may cancel this agreement, if CUSTOMER is delinquent more than (60) days on their account. Checks should be payable to FIRST CHOICE AQUATIC.

If at any time during the term of this Agreement the government imposes any additional related permit requirements, water testing or fees, this Agreement may be renegotiated to include there charges and the cost of the additional services and fee's.

If a renegotiated contract cannot be agreed upon, FIRST CHOICE AQUATIC reserves the right to cancel this Agreement at the end of the then current month.

Automatic Extension. Upon the anniversary date, this Agreement shall automatically be extended for successive twelve month periods, unless notice of non-renewal has been received by FIRST CHOICE AQUATIC, in writing, at least thirty (30) days prior to the anniversary date. The anniversary date shall be the first day of the month in which services were first rendered under this Agreement.

Prices specified are firm throughout the original term of the contract, but thereafter, FIRST CHOICE AQUATIC may, with thirty (30) days' pre-notification, change pricing effective upon the next anniversary date. If CUSTOMER does not agree with a proposed price change, it must notify FIRST CHOICE AQUATIC in writing within twenty-one (21) days after receipt of our price change notice. FIRST CHOICE AQUATIC shall then have the option of terminating this Agreement, without penalty.

It is the CUSTOMER'S responsibility to inform FIRST CHOICE AQUATIC of any and all work areas that are required mitigation sites in which desirable plants have been or are to be installed. CUSTOMER agrees to provide FIRST CHOICE AQUATIC with copies of mitigation permits, site plans, plant species, etc. relating to contracted work areas. FIRST CHOICE AQUATIC assumes no responsibility for damage to desirable plants where CUSTOMER has failed to disclose such information to FIRST CHOICE AQUATIC.

Under "shoreline grass control program, "FIRST CHOICE AQUATIC" will treat border grasses and brush. Certain plants, such as grasses and cattails, leave visible structures which may take several seasons to decompose. CUSTOMER is responsible for removing such structures if desired.

Water use restrictions after treatment are not often required. When restrictions are required, FIRST CHOICE AQUATIC will post signs and notify CUSTOMER. It is the CUSTOMER'S responsibility to maintain the posted signs throughout the required period. FIRST CHOICE AQUATIC does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.

Carp Containment Barrier(S): FIRST CHOICE AQUATIC is not responsible under any circumstances for flooding or water damage from fouled water level control structures resulting from FIRST CHOICE installing Carp Containment Barriers on the structures.

Standard Water Testing, as required by FIRST CHOICE AQUATIC, is included. Additional standard water quality testing requested by the CUSTOMER will be invoiced at an additional charge of \$245.00/test.

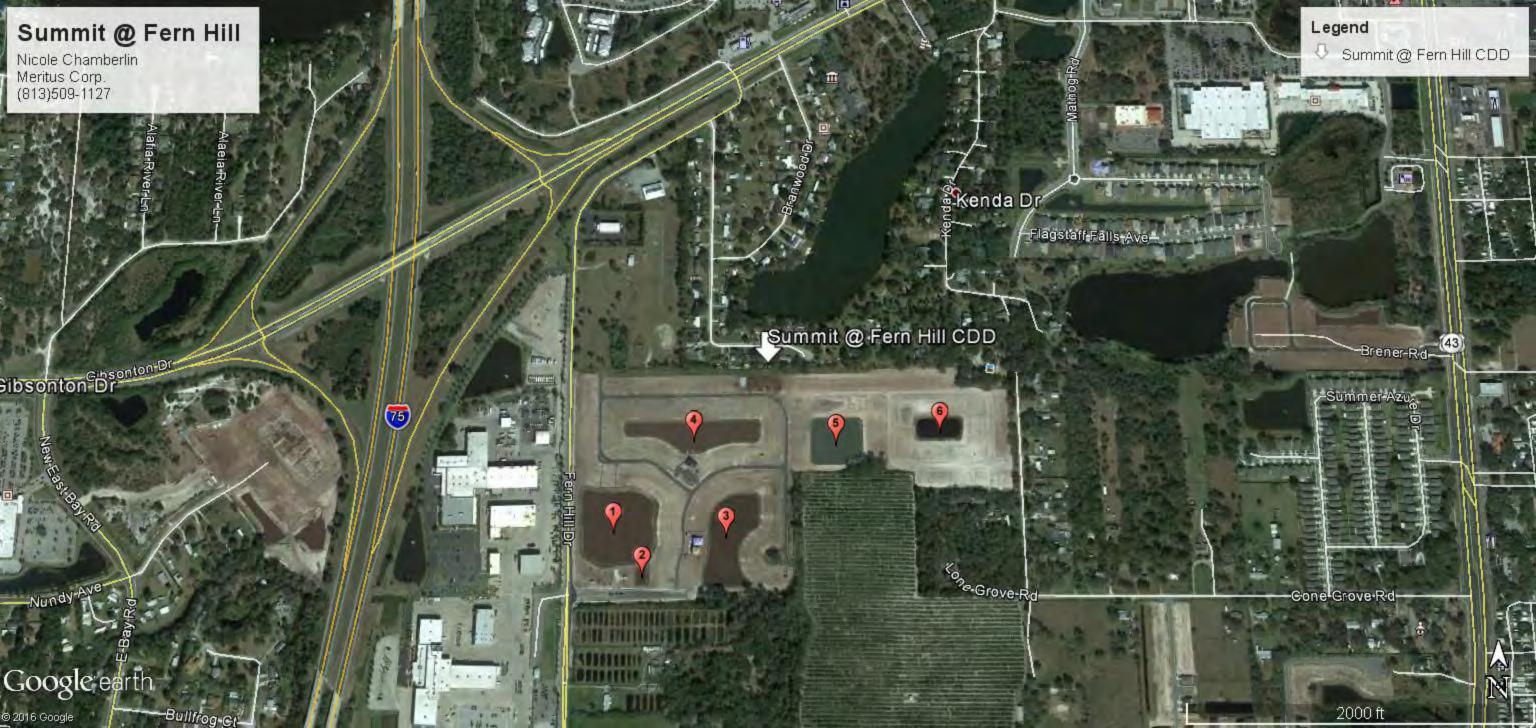
If this Agreement is signed by owner's agent, a change in agent will not affect the terms of this Agreement.

This Agreement constitutes the entire Agreement of the parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both FIRST CHOICE AQUATIC and CUSTOMER.

In the event of any dispute arising hereunder, the prevailing party shall be entitled to an award of reasonable attorney's fees and court costs against the non-prevailing party, including at the appellate level.

The sole and exclusive jurisdiction and venue for the determination of any disputes arising hereunder between the parties hereto shall be in Pinellas County Florida.

Sound Shirvis/President, Owner Signature/Name
FIRST CHOICE AQUATIC WEED MANAGEMENT, LLC.



Remson Aquatics

11207 Remson Lane Riverview, FL 33579

kar@remsonaquatics.com



Date	Estimate #
4/6/2016	1738

Name / Address	
Summit at Fern Hill CDD 5680 W. Cypress Str. Suite A Tampa, Fl. 33607	

Description		Total	
Proposal for the maintenance of 5 water ways within the community. 1 pond doesn't have a system yet installed but is included in this estimate	road		375.00
The aquatic weed control program includes spraying of water management areas. These operations are for the control of water hyacinths, cattails, broadleaf weeds and grasses, torp grass, hydrilla and other noxious or invasive weeds, including bottom rooted aquatics weeds are unsightly or may impede the flow of water in the lakes and flow ways. No less than 12 via applications will be made during this contract period as needed. Algae are an ongoing problem and will be treated accordingly to the customer's satisfaction well as the aquatics mentioned above. Aquatics weeds mentioned above shall occupy no more than 5% of any lake, retention, or detention pond. All non-beneficial & invasive lake bank grasses and weeds, including torpedo grass, will be controlled from the water bodies control elevation into the water body during all times of that year. During times of drought, when the water bodies recede, it will be required to keep thes undesirable lake bank grasses and weeds eradicated from the exposed lake banks. Hydrilla, bladderwort, coontail, chara and other matting type aquatic plants shall be treated a identification in the water body, with on the surface or below it. The contractor will spray weeds, exotics and other nuisance vegetation from littoral zones. The contractor shall report, annually, on the conditions of the fixed structures within the storr water ponds, retention, and detention ponds. The fixed structures shall include control structures, culverts, and headwalls. The area to be treated includes all water surfaces and shall extend from the water's edge to top of the bank on each side where vegetation exists.	e that sits as		
Te	otal		\$375.00



SUMMIT AT FERN HILL CDD

Proposal Cost / Service – Summary APRIL 15, 2016

Exterior Landscape Maintenance Proposal Price includes all labor, material and equipment needed to satisfy all requirements set forth in the *Landscape Maintenance Specifications provided by* MERITUS CORPORATION, INC..

\triangleright	Basic Maintenance Services as per specifications.
	Mow, edge, string-trim Bahia turf areas 32 times per year.
	Mow, edge, string-trim St. Augustine turf areas 46 times per year.
	Prune and trim, weed, cultivate all shrubs and shrub beds 12 times per year to maintain proper plant size and shape.
	Blowing off key areas each week to include all amenity areas.
	Trimming of trees up to 10' to provide for visual clearance to be performed in January.
	Trimming of palms 1x per year.
	Renewal prune as needed. (Crape Myrtles, grasses, etc.)
	Herbicide applications for open bed areas, sidewalks and roads.

- Fertilization and Insect & Disease Control as per specifications.
- □ Bahia Turf 2x per year
- \Box St. Augustine Turf 5x per year
- ☐ Shrubs, Trees, Palms 3x per year
- ☐ Fire Ant control as needed
- Continuous visual inspections for insect and disease issues. Treatment as required.

> Irrigation System Maintenance

- □ Fully inspect and check entire system monthly.
- Continuous visual inspections for dry spots, malfunctioning or broken heads, leaks, staining, etc.
- ☐ Immediate repair of contractor caused damage at no extra charge. All other repairs to be performed on a time and materials basis.

Base Services - Total Price

\$91,800.00 per year \$7,650.00 per month

- *Mulch Application to Common Areas @ 2" per appl., 1x Per Year \$14,700.00 per year Deliver and install estimated 350 Cu. Yards of Pine Bark Mulch @ \$42.00/ per Cu. Yard. (Each Appl.)
- > *Annuals TBD
 - □ Deliver and install XXX annuals 3x per year @ \$1.75 per annual.

Total Price

\$106,500.00 per year

*Contractor prefers to have these items invoiced at the time of service and not spread out over 12 months as part of monthly invoicing



LAWN AND LANDSCAPE CONTRACT

This contract made and entered into <u>4/13/2016</u> by and between Millennium Lawn and Landscape, hereinafter referred to as the "COMPANY" and

Summit at Fern Hill CDD

Specifications from CDD are included and will override this contract when different

Referred to as "CUSTOMER".

- A. The COMPANY is engaged in providing landscaping and lawn maintenance service.
- B. CUSTOMER would like to utilize the COMPANY to meet its landscaping and lawn maintenance needs on the terms and conditions hereinafter set forth.
- C. The COMPANY proposes to furnish all labor, material, equipment and services required to do all landscaping and lawn maintenance as set forth as specified in this Contract.

 In exchange for the services of the COMPANY, the CUSTOMER agrees to pay a yearly fee to COMPANY in the amount of \$66,000.00 yearly fee shall be paid in installments to COMPANY as a monthly fee in the amount of \$5,500.00 for the services to be provided by COMPANY are as follows:

TURF MAINTENANCE (Included A – D)

A. MOWING

All turf areas will be mowed weekly from April 1st to October 31st and bi-weekly from November 1st to March 30th. Grass will be mowed at the height of 4 inches or higher during the peak growing season and no lower than a height of 3 inches during dormant months. The height adjustments during growing and non-growing seasons are critical to the long term life of all turf areas.

B. LINE TRIMMING

All turf areas and adjacent bed lines will be kept line trimmed each time of service to give complete neat and clean appearance.

C. EDGING

All street edges, sidewalks, walkways, flowerbeds, bush and tree rings will be edged each time of service in accordance with neat and clean appearance.

D. POWER BLOWING

Entire property will be completely blown off to give site clean look each time of service. This includes all leaves and pine needles which may require vacuuming and/or racking, all trimmings and clippings weekly as well.

2. TREE AND SHRUB MAINTENANCE (Included A – D)

A. SHRUB AND HEDGE TRIMMING

All shrubs and hedges will be trimmed weekly and/or bi-weekly as determined by COMPANY and depending on type of plant material. The main goal of the COMPANY is to keep all shrubs manicured at all times, but certain plants will be trimmed less to allow flowering shrubs to bloom during flowering season. All trimming schedules will be set with property manager. (NO HEIGHT LIMIT)

B. PALM TRIMMING

All palm trees will be trimmed at least **once** per year on all palm trees over 10 feet tall, and as determined by COMPANY bi-weekly or monthly on all small ornamental palms. During our major trim we will remove loose boots from palms. All debris will be hauled from site by COMPANY. (Note: All palms grow differently and if palms need service more, it will be done by COMPANY in its discretion.

C. TREE TRIMMING

All trees will be kept a minimum of 12-15 feet for ground clearance and up to 5 feet from buildings and windows. All trees will be trimmed away from roofs, balconies, windows, etc. (NO HEIGHT LIMIT.) Any **De-mossing** of trees is not included and will be an extra charge if wanted. Moss can hurt the long term life of most trees.

D. LEAVE REMOVAL

Property will be policed regularly for leaves and will be raked and removed regularly. During the fall extra attention will be placed on removing leaves.

3. WEED CONTROL (Included A & B)

A. PLANTER BEDS

All planter beds will be maintained **ON AN ON GOING BASIS** with a mixture of chemicals and hand pulling to keep shrub and flower beds as weed free as possible.

B. TURF WEEDS

All turf areas will be treated **6** times per year with a mixture of liquid herbicides and/or granular weed and feed that is most conducive for turf at the particular season. Pre-emergent weed control will be applied during MARCH and SEPTEMBER which will control the growth of dollar weeds, crabgrass, sage, etc. which are common problems.

4. PEST CONTROL (Included A - C)

A. TURF INSECT AND DISEASE CONTROL

All turf areas will be treated **6** times per year with a mixture of liquid pesticides and/or granular insecticide.

B. SHRUBS AND HEDGES INSECT CONTROL

All shrubs and hedges will be treated in accordance with turf applications using liquid and granular applications to handle most common problems such as caterpillars on the oleanders and scale on viburnum and hibiscus. Insect control to be applied 6 times per year as determined by COMPANY.

C. TREE AND PALM INSECT CONTROL

All trees and palms to be treated as determined by COMPANY on an as needed basis.

5. FERTILIZATION (Included A – C)

A. TURF FERTILIZATION

All turf areas will be fertilized **6** times per year with a balance of liquid and granular fertilizers to stimulate turf and keep lush tropical look year round. Two of the applications will be granular weed and feed and will be done during fall and winter months to strengthen turf and also control weeds.

B. SHRUB AND HEDGE FERTILIZATION

All shrubs and hedges will be fertilized 6 times per year. Mixture of liquid and granular application every other month.

C. TREE AND PALM FERTILIZATION

All trees and palms will be handled as determined by COMPANY on an as needed basis (note: most palms will have to be treated once per year for magnesium which will handle common problem of frizzle top). Minimum 3 times per year.

6. MULCHING (Included)

If "included", entire property will be mulched 1 time per year in the fall typically before Thanksgiving. All common area beds will be mulched a second time in the spring. All beds will be cleaned thoroughly of weeds, leaves and excess mulch before new mulch is installed. Mulch and or pine straw can be installed upon request with written proposal.

7. IRRIGATION (Included)

If "included", entire system will be checked **Monthly** by COMPANY to ensure proper coverage and damages. Any damage determined by COMPANY to be caused by COMPANY will be repaired at the expense of the COMPANY. Any repairs caused by CLIENT or anyone other than COMPANY will be charged to CLIENT (Parts and Labor). Cost for repairs will be billed at \$40.00 per hour per man + parts.

8. ANNUALS (Included) See Specifications

If "included", manager or homeowner will choose from available flowers depending on time of year. If "not included" in the initial contract with COMPANY, a written estimate will be provided to CLIENT and the price will be given at time of estimate. Prices vary depending on type of flower chosen. All prices include installation fees.

9. MISCELLANEOUS (Included A – C)

A. LANDSCAPING DAMAGED

Any plant material or turf damaged by the COMPANY due to the negligence of COMPANY will be replaced within proper warranty period (90 days) without charge. COMPANY is not responsible for plants (etc.) that are over watered, under watered or show any damage from weather conditions, an act of God, or physical harm.

B. TRASH CLEANUP

All trimmings from bushes, trees, etc. will be discarded in a proper receptacle, or hauled away by the COMPANY at the time service is performed, unless otherwise notified by individual or property manager. All trash will be picked up weekly before mowing.

C. IMPOSSIBILITY OF PERFORMANCE

Neither party to this agreement shall be charged with any liability for failure of or delay in performance under this agreement when such failure or delay is due in party to any cause beyond its reasonable control or without its fault or negligence. Such causes shall include, but not be limited to, acts of war, riots and other civil disturbances, strikes and other labor disturbances, acts of God, government restrictions and regulations, flood, fire and hurricanes. In the event of such excusable delay, neither party shall be entitled to claims in connection with such delay, other than the right to have any pre-existing schedules amended in light of circumstances resulting from the events causing the excusable delay. In the event COMPANY is unable to complete the performance of its obligation under this contract due to acts of God, or any other contingency beyond its control, COMPANY may at its option cancel this contract. In that event CLIENT shall only be liable to pay COMPANY the amount of labor and material already furnished, and the payment is to be made within ten (10) days after the date of cancellation.

10. TERM OF CONTRACT

THIS IS A TWO YEAR AGREEMENT AND CAN BE CANCELLED BY COMPANY OR CLIENT AT ANY TIME WITH THIRTY (30) DAYS WRITTEN NOTICE. THIS CONTRACT SHALL AUTOMATICALLY RENEW UNLESS CLIENT NOTIFIES COMPANY IN WRITING THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE ONE YEAR AGREEMENT.

PAYMENT FOR SERVICES IS DUE BY THE END OF EACH CALENDAR MONTH BEING SERVICED. ACCOUNTS OVER 30 DAYS ON INVOICES, FROM DATE OF INVOICE, WILL BE CHARGED 5% FINANCE CHARGE.

11. NOTICE

Notices required by this contract or given incident hereto, are deemed sufficient if mailed to Parties at the following address, postage pre-paid, certified registered mail:

COMPANY:

Millennium Lawn and Landscape Inc. 3471 Rackley Road Brooksville, FL 34604 Odessa, FL 33556

CLIENT:

Summit at Fern Hill CDD c/o Meritus 2005 Pan Am Circle Suite 120 Tampa, FL 33607

12. ATTORNEY FEES

If we engage an attorney to act for us in any matter arising out of this contract due to default by the Client, COMPANY shall be entitled to recover all of its reasonable attorney's fees and court costs.

13. VENUE

This contract and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida, venue shall be in Hillsborough County, Florida.

FOR:	SIGN SIGN	Date 4/13/16
FOR:	SUMMIT AT FERN HILL CDD	
	SIGN	Date

Mailing Address:
3471 Rackley Rd. Brooksville, FL 34604
www.millenniumnursery.com
813-920-8041 Office
813-792-7967 Fax
727-647-7847 Cell



Fertilization and Pest Control Program

Your image is everything to us!

Providing proper nutrition while controlling insects, disease and weeds is vital to the health and appearance of your landscape. Millennium Lawn and Landscape employs Integrated Pest Management (IPM) principles as well as Best Management Practices (BMP) as responsible stewards of our environment.

You can rest assured knowing Millennium Lawn and Landscape will keep your properties beautifully maintained year-round.

We offer the following seasonal services:

- Fertilization provides nutrients to promote health and vitality. The highest quality products are selected to provide consistent and long-lasting color while meeting the nutritional needs of your landscape.
- •Weeding suppression of undesirable vegetation. Prevention and control of unsightly weeds will enhance the curb appeal of your property.
- •Pest Management minimizing the impact of insects and disease on your landscape. Controlling insects and disease is essential to a quality landscape maintenance program and in protecting the health and beauty of your plants.

Recommendations for: Summit at Fern Hill CDD

TURF FERTILIZATION

All turf areas should be fertilized 6 times per year with granular fertilizers to stimulate turf and keep lush tropical look year round using a mixture of weed and feed during the cooler months and slow release fertilizers in late spring to carry the property thru the chemical blackout. Note that using granular products give the property what it needs and are not watered down. Liquid spot spraying would be used up to 2 additional applications in struggling areas.

SHRUB AND HEDGE FERTILIZATION

All shrubs and hedges will be fertilized 6 times per year using a mixture of liquid and granular applications and the same products in our commercial nursery to give your plants a vigorous appearance at all times.

TREE AND PALM FERTILIZATION

All trees and palms will be handled as determined by COMPANY on an as needed basis (note: most palms will have to be treated once per year for magnesium which will handle common problem of frizzle top). Minimum 2 times per year of slow release deep root injection.

TURF INSECT AND DISEASE CONTROL

All turf areas will be treated 6 times per year with granular insecticide. Liquid fungicide and pesticide will be used 6 times per year to treat for fungus, brown patch and spot treatments not covered by granular pesticides.

SHRUBS AND HEDGES INSECT CONTROL

All shrubs and hedges will be treated in accordance with turf applications using liquid and granular applications to handle most common problems such as caterpillars on the oleanders and scale on viburnum and hibiscus. Insect control to be applied 6 times per year.

TURF WEEDS

All turf areas will be treated 6 times per year with a mixture of liquid herbicides and/or granular weed and feed that is most conducive for turf at the particular season. Pre-emergent weed control will be applied during MARCH and SEPTEMBER which will control the growth of dollar weeds, crabgrass, sage, etc. which are common problems.

Cost Break Down:

Monthly Breakdown	\$ INCLUDED per month	
Total all services	\$INCLUDED	per year
Turf weed control	\$	_ per year
Insect and disease control		
Turf, shrub, hedge, palm and tree	\$	_ per year
Turf, Shrub, hedge, palm and tree fertilization	\$	_ per year



Irrigation Maintenance Program Irrigation System Maintenance Introduction

Landscape irrigation uses 50 percent or more of the water provided by many utilities. A poorly maintained irrigation system means that much of this water never reaches its intended source and is lost to runoff, evaporation and deep watering below the root zone.

Maintaining irrigation systems is one most effective ways to reduce wasted water, reduce pollution from run-off and over-irrigation, and improve plant health by applying the correct amount of water where it can be utilized by the landscape.

Installing and maintaining commercial irrigation systems is challenging.

Landscaping at any business complex, condominium property, homeowners association or country club is a big investment that has unique watering needs and maintenance requirements. Choosing a company that can meet the complex demands for watering solutions at all types of properties can be even more challenging.

PROPERLY DESIGNED AND MAINTAINED COMMERCIAL IRRIGATION SYSTEMS

Properly designed commercial irrigation systems help ensures lawn areas and landscaping receives the right amount of water at the right time, without dry spots, run-off, or over-watering. Our trained & certified commercial irrigation experts consider the following when designing every system:

- Property Size, Configuration & Structures Commercial Irrigation Systems
- Local Watering Restrictions
- Water Pressure
- Irrigation Audits & Water Usage
- Landscaping
- Sprinkler Head Types & Zoning
- Backflow Prevention
- Main Water Line Connection
- Permitting & Utility Marking

Whether you require a centrally controlled computer based system that monitors water volume, or a simple drip irrigation system, we provide complete solutions for installation, repairs and upgrades of all systems in the market today.

We understand that your business has special needs when it comes to choosing service providers. Why should choosing a sprinkler & irrigation systems provider be any different?

Servicing any commercial irrigation system comes with unique request such as timing of service, equipment storage, security concerns and more. As part of our customer care pledge we work hard to meet your business needs.

Irrigation Maintenance Program Includes

- Entire system checked zone by zone Bi monthly
- Ensure all components are operating and adjusted properly
- Preventive maintenance to stop unexpected problems
- Programming of system for optimal efficiency and requirements
- Estimates supplied for upgrades and necessary repairs.
- Repair/correct problems before they become disastrous
- Adjust spray heads and rotor heads for best coverage
- Inclement weather preventative procedures such as maintaining operational rain sensors and seasonal adjustments as needed.

Monthly Maintenance fee	\$ Inc
Allowable repairs without approval monthly	
For nozzles/ heads / minor breaks	\$?



Irrigation Basic Price Sheet

Experienced Technician \$ 40.00 per hour

Experienced Labor \$ 20.00 per hour

Rotor Sprinklers \$ 35.00 each

Pop ups 4" with nozzle \$ 18.00 each

Pop Ups 6" with nozzle \$ 25.00 each

Pop Ups 12" with nozzle \$ 32.00 each

Stand pipe repairs \$ 25.00 average

Valve Replacement 1" \$ 50.00 average

Valve Replacement 1 ½ " \$ 175.00 average

Valve Replacement 2" \$ 250.00 average

Solenoid Replacement and rewire \$ 65.00 average

Main Line Repairs 1-2" \$ 250.00 average

Note: All repairs need to be authorized by an authorizing agent before any work is done and note that each repair comes with new challenges so prices can vary depending on difficulty of the repair.



Landscaping Services and basic pricing

Millennium Lawn and Landscape is a full-service grounds maintenance company for commercial and residential properties. We have been the choice of property managers and homeowners in the Greater Tampa Bay Area for over 14 years. Along with professional grounds maintenance and lawn care, we offer these services:

- landscape design and installation
- Irrigation design, installation and repair
- Hardscape Design and Installation
- Landscape Lighting
- Drainage solutions and site work
- Plant and Tree Nursery over 15 acres of our own plants and trees
- Sod Services including repair/ prep and demo with new installation
- Fertilization & Pest Control for turf, shrubs and trees
- Tree Removal, trimming, center cutting and selective pruning

Millennium Lawn and Landscape Inc prides itself in providing top quality Landscaping and exterior enhancements with reasonable pricing that allows each customer to get the maximum potential for every dollar spent.



www.millenniumnursery.com

813-920-8041 Office 813-792-7967 Fax 727-647-7847 Cell

Qualifications

Millennium Lawn and Landscape Inc., has been serving the Tampa Bay area for over 24 years. We have a staff of 65, which includes office personnel, nursery staff, landscapers and lawn maintenance technicians. All of our crew leaders have tablets and transmit to both clients and to the main office in an attempt to reduce paper usage and become more environmentally friendly. A verification form has been created and is provided, via email, to the client after each service.

Millennium Lawn and Landscape Inc., holds the following:

- State of Florida Certificate of Nursery Registration, #473237830
- State of Florida License as Dealer in Agriculture Products, #69252 (bonded through Washington International Ins)
- Florida Annual Resale Certificate for Sales Tax, #39-8013824409-1
- Certificate of Competency for the City of Punta Gorda, #16796
- James Slayton (owner) is a qualified State of Florida licensed Plumbing/Irrigation Contractor, #CFC1427303
- James Slayton is a LTD Commercial Fertilizer Applicator Holder, #LF211416

We have 40+ commercial/industrial mowers, 300+ pieces of two cycle equipment, 20+ utility vehicles, multiple spray rigs, a commercial tree lift, our own fleet of front end loaders, excavators, tractors, trucks, trailers which allows us to address the needs of our clients without the use of subcontractors.

Our staff training includes, but is not limited to:

- Green Industry Best Management Practices
- At a minimum, one person on each crew has a LTD Commercial Fertilizer Applicator license
- Safety compliance (monthly safety meetings held on premises)
- Round up application
- Plant identification, as well as pest identification and management prior to going out in the field
- Irrigation Technicians have been trained in the use, operation and installation of HydroPoint WeatherTrak controllers
- Irrigation Technicians attend classes to stay up to date on latest trends and releases for proper maintenance and installation

Millennium Lawn and Landscape Inc provided lawn maintenance, landscaping improvements and irrigation repair service for Hillsborough Transit Authority previously (2013-14)



www.millenniumnursery.com

813-920-8041 Office 813-792-7967 Fax 727-647-7847 Cell

Commercial Landscaping and Maintenance Reference List

Innisbrook Condominium Association, Inc. (March 2013 - present)

36750 US 19 North, Palm Harbor, FL 34684

Pat Mennone (727) 644-3048, pmennone1@gmail.com

*Maintain all common areas and twenty eight condominium buildings, including lawn maintenance, irrigation, fertilization, pest control and all landscaping enhancements

Innisbrook Resort and Golf Club (March 2013 - present)

36750 US 19 North, Palm Harbor, FL 34684

Butch Hoelscher (727) 224-3179, Butch.Hoelscher@playinnisbrook.com

*Maintain all resort property, tennis center, clubhouses, conference facilities, roadways, parking lots, resort pools, including lawn maintenance, irrigation, fertilization, pest control and all landscaping enhancements

Promontory at Innisbrook (March 2015 - present)

Palm Harbor, FL 34683

Maria Sedo (813)397-5121, Maria Sedo@merituscorp.com

*This is a 110 home development we are maintaining from the beginning. We currently maintain 32 homes, all common areas and all aspects of new turnovers, including lawn maintenance, irrigation, fertilization, pest control and all landscaping enhancements

Tuscany at Innisbrook Condominium Assoc. (January 2015 - present)

2230 Tuscany Trace, Palm Harbor, FL 34683

Buck Anderson (727) 943-5697, buck.anderson@fsresidential.com

*Maintain all condominiums, townhomes and common grounds, including lawn maintenance, irrigation, fertilization, pest control and all landscaping enhancements

Hampton Chase (October 2015 - present)

14050 Nine Eagles Drive, Tampa, FL 33626

Brian Howell (813) 397-5121, brian.howell@mertiuscorp.com

*Maintain townhomes, pools, all common grounds, including lawn maintenance, irrigation, fertilization, pest control and all landscaping enhancements

Chapters Health 6 Locations in the Tampa Bay area (January 2008 - present)

12973 Telecom Pkwy. Ste. 100, Temple Terrace, FL 33637

John Griffin (813) 363-7407, Griffinj@chaptershealth.org

*Maintain all greenspaces, including lawn maintenance, irrigation, fertilization, pest control and all landscaping enhancements

Racetrac Petroleum (70 Locations as of April 2016)

Suzanne Owen (352) 267-4884, sowen@racetrac.com

*Maintain entire West Coast of Florida from Marco Island/Naples to Crystal River/Inverness, including lawn maintenance, irrigation, fertilization, pest control and all landscaping enhancements

Triton Construction Group (January 2009 - present)

104 Myrtle Ridge Road, Lutz, FL 33549

Chuck Earle (813) 376-8008, cearle@tritonconstructiongroup.com

*New commercial construction for landscaping and irrigation at RaceTrac Gas Stations, WaWa, Circle K and 7-Eleven statewide

ADAM H PUTNAM

Florida Department of Agriculture and Consumer Services

CERTIFICATE OF NURSERY REGISTRATION

Section 581.131, F.S. and Rule 5B-2.002, F.A.C 1911 S.W. 34th St. P.O. Box 147100, Gainesville, FL 32614-7100 (352) 395-4700

ISSUED TO:

COMMISSIONER

MILLENNIUM LAWN & LANDSCAPING, INC. THIS CERTIFICATE EXPIRES: 11/17/2016 SLAYTON, JAMES & TAMARA 3471 RACKLEY RD BROOKSVILLE, FL 34604-7022

FEE PAID:

\$69.00

REGISTRATION NO.: 47237830

DATE ISSUED: 11/05/2015

THIS IS TO CERTIFY that the nursery stock on the premises of the nursery shown hereon has been inspected for plant pests and meets at least the minimum requirements of Section 581.131, Florida Statutes.

THIS CERTIFICATE OF REGISTRATION MUST BE DISPLAYED or in the immediate possession of any person engaged in the sale or distribution of nursery stock.

FDACS-08002 Revised 05/05

ADAM H PUTNAM Commissioner of Agriculture



69252 -

MILLENNIUM LAWN & LANDSCAPE, INC DBA: MILLENNIUM LAWN & LANDSCAPE, INC.

11918 TARPON SPRINGS RD

ODESSA,FL33556-5147

State of Florida

850-617-7150

Tallahassee, Florida

Fee Amt Paid: \$300

FEIN: 56-2301780

License as Dealer in Agriculture Products Effective Date: 11/18/2015

GOOD FOR ONE LOCATION

This license is issued under authority of Section 604.15-604.34, Florida Statutes, to:

Commodity Code:

Bonding Company:

WASHINGTON INTERNATIONAL INS

Bond Amount:

\$50,000

Bond effective from 11/18/2015 through 11/17/2016

Field Representatives MARK MORITZ

ADAM H. PUTNAM COMMISSIONER OF AGRICULTURE

This is to certify that the dealer in agricultural products whose name and address are shown above, has paid the required fee and has made an approved surety bond to the Commissioner of Agriculture as required by Sections 604.15-604.34, Florida Statutes, and is hereby granted this license as Dealer in Agricultural Products as defined in Section 604.15, Florida Statutes. This license is for a one year period.

FDACS-16069 05/14

License #



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PHONE (A/C, No, Ext): (813) 988-1234 E-MAIL agent@associate PRODUCER ASSOCIATES AGENCY, INC. FAX (A/C, No): (813) 988-0989 11470 N 53rd St ADDRESS: agent@associatesins.com Temple Terrace, FL 33617 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: NGM Insurance Company 14788 INSURED INSURER B : Ameritrust Insurance Corporation 10665 INSURER C Millennium Lawn and Landscape Inc 3471 Rackley Rd INSURER D Brooksville, FL 34604 INSURER E

COVERAGES

CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER F

X		INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
^	COMMERCIAL GENERAL LIABILITY		MPT8248L	11/21/2015		EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000
						MED EXP (Any one person)	\$	10,000
						PERSONAL & ADV INJURY	\$	1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC						GENERAL AGGREGATE	\$	2,000,000
						PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:						\$	
AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED SCHEDULED AUTOS AUTOS			B1T8248L	11/17/2015	11/17/2016	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
						BODILY INJURY (Per person)	\$	
						BODILY INJURY (Per accident)	\$	
X	HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
						PIP	\$	10,000
X	UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$	3,000,000
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						E.L. EACH ACCIDENT	\$	1,000,000
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CERTIFICATE HOLDER	CANCELLATION		
For Insureds File	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
	AUTHORIZED REPRESENTATIVE		



2016 Florida Annual Resale Certificate for Sales Tax

DR-13 R. 10/15

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2016

Business Name and Location Address

Certificate Number

MILLENNIUM LAWN & LANDSCAPE INC 11918 TARPON SPRINGS RD ODESSA FL 33556-5147 39-8013824409-1

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- · Re-rental as tangible personal property.
- · Resale of services.

- Re-rental as commercial real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- · Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

Florida law provides for criminal and civil penalties for fraudulent use of a Florida Annual Resale Certificate.

Landscape Maintenance Services Proposal prepared for

Summit at Fern Hill

April 2016







Yellowstone Landscape began with the combination of two independently successful, regional landscape companies – Austin Outdoor and BIO Landscape.

In 2008, the two companies joined together with a shared goal to better serve clients across the South, sharing more than fifty years of combined experience in landscape design, landscape installation, and landscape maintenance.

Yellowstone Landscape has since become one of the industry's fastest growing and most trusted commercial landscaping companies, proudly serving more than 1500 clients from branch facilities across the region. We offer a uniquely comprehensive selection of services, allowing us to serve a project through the years - from a design on a computer screen to a mature and thriving landscape in the ground.

We know that *what we do* is important, but we also understand that *how we do it* is where lasting relationships are built.

Proud to Serve Tampa





Professional Landscape Services for Tampa's Premier Properties

Yellowstone Landscape is proud to serve Tampa's commercial landscaping needs from our local branch location. With more than 100 local employees, we're one of the leaders among commercial landscape firms in Central Florida.

We offer landscape design, landscape installation, and landscape maintenance services to some of the area's most beautiful homeowner

associations, resorts and hotels, city and county governments, master planned developments, corporate campuses, commercial office parks, schools, universities, hospitals, apartment communities and retail centers.

Our service teams are ready to provide you with Tampa's most professional and responsive landscape services, always tailored to your needs and expectations.

Tampa Offices 30319 Commerce Drive San Antonio, FL 33576 813.223.6999

Landscape Maintenance





Landscape Maintenance is all about the details. We're committed to getting the details right, so you can enjoy your landscape and take pride in its appearance.

From week to week, month to month, and year to year, there are hundreds of details that need to be coordinated for your landscape to looks its best. Assuring that none of those details are overlooked requires a professionally administered, integrated Landscape Maintenance program.

Synchronizing routine maintenance activities like mowing, edging, weeding, trimming and clean-up, with fertilization and pest management applications, and your irrigation system's schedule and maintenance is no easy task.

That's why we incorporate all the details of our landscape services into your Plan for SuccessTM.

Our Landscape Maintenance teams are trained in our industry's Best Practices. They behave as if they were a part of your staff and work hard to solve problems while they're still called opportunities. If the unexpected happens, our teams respond to correct the problem, quickly and professionally.

Your dedicated Account Manager will provide regular updates about what we're doing to maintain your landscape. Our goal is to provide you with all the information you need about your landscape, when you need it.

Irrigation Installation & Management





There is nothing more essential to the success of your landscape than regular access to the right amount of water.

Commercial irrigation systems are sophisticated technology that require **special certification** to install and operate.

Our Irrigation Installation and Management Professionals are experts in all major commercial irrigation systems. From older systems in need of frequent repairs and updates, to the most modern and innovative water-wise systems available, our Irrigation Teams are dedicated to protecting your valuable water resources. Once installed, we always adhere

to local ordinances governing water use and have implemented the principles of the leading industry groups. These guidelines govern how we design, install, and maintain your irrigation system.

Professional irrigation management is an essential service to eliminate waste in your water consumption and reduce your water usage.

Yellowstone Landscape provides you with the most experienced team of Irrigation Professionals in the industry.

Landscape Design





You need your landscape to look its best, but you're not quite sure where to get started.

Whether you need a landscape design plan for a new development or just want to enhance a few feature areas in your existing landscape, our Landscape Designers are ready to help you see your landscape's full potential.

Our Designers are specially trained, creative professionals. They're knowledgeable about all the latest concepts in landscape design and they're also familiar with your area's local plant materials. This ensures that what they select to plant will thrive once it's in the ground. The

last thing you want is to invest in a landscape installation project, only to see the plants fail within the first year.

Working with a Landscape Designer starts with a meeting to find out what your goals are for your project. They'll create photo renderings so you can actually see what your new landscape will look like, before it's planted. You'll be a part of the process from beginning to end.

And best of all, we offer Landscape Design as a complimentary service to current Landscape Maintenance clients when we install your landscape enhancement.

Landscape Installation





You need your landscape installation project completed safely, on time and on budget.

Our Landscape Installation Teams will do everything we can to make sure your project stays on schedule (or gets back on schedule), with experience and capabilities scalable to handle any project and any timeline.

All Landscape Installation projects start with a meeting to thoroughly review your site and your design plans, verifying that the plant material selected is suitable for your project's environment. With experts on staff in Landscape Design and Landscape Maintenance, we'll offer recommendations to preserve the long term health and appearance of the project after installation. We can also suggest alternate, native plant materials and trees to help conserve water usage, while preserving the project's intended visual appeal.

We offer extended warranties on all plant materials that we install, when you allow us to provide ongoing landscape maintenance services. We offer this to our clients because we install every landscape with the goal to become your lifetime landscape service partner, growing with you as your landscape matures.

Client Surveys





Each year our clients are asked to complete a brief on line survey to tell us how we are performing in our mission to **create premier properties and build lasting relationships**.

The survey asks that each client rank us in the following categories:

- Quality of Work
- Ability to Meet Expectations
- Responsiveness to Individual Needs
- Clarity of Information
- Level of Respect for You
- Overall Satisfaction

It concludes with the simple question, "Would you recommend Yellowstone Landscape?"

Last year's survey responses are summarized here:

Category	Positive Responses
Quality of Work	95%
Ability to Meet Expectations	93%
Responsiveness to Individual Needs	95%
Clarity of Information	95%
Level of Respect for You	100%
Overall Satisfaction	94%
Would Recommend Yellowstone Landscape	94%

Committed to Safety





Yellowstone Landscape has made safety our number one priority. We realize that we are equally responsible for the safety of our employees, and our clients' residents, employees and guests.

Our commitment to safety includes providing a safe, healthy work environment, kept free from hazards. Whether starting and ending the day at one of our branch locations, traveling over the roadways, or at a client's work site, all Yellowstone Landscape employees are trained to behave professionally and remain alert to all potential safety hazards they may encounter.

Our Commitment to Safety includes:

- New Employee Training on Safe Operating Procedures
- Strict Compliance to All OSHA Regulations
- Weekly Tailgate Talks Conducted with All Field Service Teams
- Annual Safety Rodeos with Industry Safety Experts
- Dedicated Safety Officers in Each Branch Location
- Mandatory Use of Appropriate Personal Protective Equipment (PPE) at All Times

Environmental Stewardship





As a member of the green industry we have an added responsibility to be good stewards of our natural resources. We also understand that many clients have become keenly aware of the need to reduce their environmental impact.

Our initiatives toward responsible environmental stewardship include:

Integrated Pest Management: IPM Programs use a combination management tools to create an environment where it is less likely that the pest will return.

Innovation Irrigation: This includes smart controllers, rain sensors, micro irrigation

and drip irrigation to eliminate water waste, integrating recycled water intakes where natural sources are available.

Reducing Carbon Emissions: EFI equipment used by our service personnel reduces our fuel consumption by 25% compared with traditional outdoor power equipment.

Organic Options: We offer organic alternatives to all traditional management solutions.

Drought-Tolerant Plants & Trees: Installing the right plant material for your property's environment reduces the water consumption necessary for your plants and trees to thrive.

Industry Recognition





Our clients' properties have earned dozens of National Landscape Awards of Excellence, gaining recognition as some of the country's most outstanding commercial landscaping projects. Below is a partial listing of our select client properties that have been recognized with an Award of Excellence.

Tradition; Tradition, Florida; 2015

Rob Fleming Park; The Woodlands, Texas; 2014

Florida Blue; Jacksonville, Florida; 2014

VillageWalk of Wellington; Wellington, Florida; 2014

AAA National Headquarters; Lake Mary, Florida; 2013

Technology Park Atlanta; Peachtree Corners, Georgia; 2013

Boeing 787 Assembly Plant; North Charleston, South Carolina; 2012

Waldorf Astoria Orlando Resort; Orlando, Florida; 2012

Grand Haven; Palm Coast, Florida; 2011

Yacht Harbor Village; Palm Coast, Florida; 2011

Fleming Island Plantation; Orange Park, Florida; 2010

Ocean Hammock; Palm Coast, Florida; 2010

Alfred I. duPont Trust Building; Jacksonville, Florida; 2009

Hammock Beach Resort; Palm Coast, Florida; 2008

Our People. Your Partner.





At Yellowstone Landscape, we know that our people are what have made us the company we are today.

Our 1,700 Landscape Professionals include industry veterans, many with more than 20 years of experience providing professional landscape services. We also recruit and hire some of the brightest young talent in the industry, recruited from the South's finest colleges and university Horticulture and Agronomic programs.

We're proud that over 75% of our management staff hold advanced degrees and certifications related to their current position's responsibilities.

Our training programs reach far beyond our industry's Best Practices. We conduct ongoing Safety Training for our crews, to guarantee that they're working safely for you. Members of our management staff receive formal Customer Service Training, teaching them how to understand your expectations and communicate with you effectively and professionally.

We're proud of our people. We want you to be proud of your landscape service partner.



Certificate #

GV37167

Trainee ID #



UF IFAS
UNIVERSITY of FLORIDA

The undersigned hereby acknowledges that

Jonathan L. Souers

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

M Name

S. Haddock

8/11/2015

DEX Program Administrato

Issuer

Instructor

Date of Class

Not valid without seal

State of



Florida

Department of Agriculture and Consumer Services Bureau of Entomology and Pest Control

CERTIFIED PEST CONTROL OPERATOR

Number: JF124606

KEVIN PAUL OLIVA

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Lawn & Ornamental

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.

In Testimony Whereof, Witness this

signature at Tallahassee, Florida on April 7, 2004

Chief Bureau of Entomology and Pest Control

Commissioner of Agriculture





International Society of Arboriculture

CERTIFIED ARBORIST™

James M. Herth

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®



Jim Skiera, Executive Director International Society of Arboriculture

Storp Kurcan

Certification Board, Chair International Society of Arboriculture

FL-6437A

Aug 15, 2012

Dec 31, 2018

Certification Number

Certified Since

Expiration Date



9









Certificate of Training

is provided to

David Bradt

for the successful completion of

Hazardous Materials Operations/OSHA Level II

In accordance with training standards established by the U.S. Occupational Safety and Health Administration (OSHA) 29 CFR 1910.120(q)

June 9, 2015

Chris Pappas, Instructor



Summit at Fern Hill CDD Maintenance Proposed from Landscape Plans Exhibit A Landscape Management Service Pricing Sheet

Core Maintenance Services

Mowing	\$10,989.00
- Includes mowing, edging, string-trimming and cleanup.	

\$27,600.00

- Includes shrub pruning, tree pruning and weeding.

IPM - Fertilization & Pest Control \$7,617.00

- Fertilization/fungicide/insecticide/herbicide/etc.

Irrigation Inspection

Detailing

\$3,321.00

Annual Core Total

\$49,527.00

Additional Services

Pinebark Mulch (\$45.00 per cubic yard due at time of install)

Annuals (Not on Landscape Plans)

\$0.00

Additional Services Total

GRAND TOTAL ANNUAL \$49,527.00

MONTHLY \$4,127.25

Creating premier properties. Building lasting relationships.